DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

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DMA Docket No. 3099

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To:	Code 600, Rm. 4637	Date	6/30/53
To:	Feither	Date	7/6/53
To:	Open Com	Date	7-17-53
To:	Code 600	Date	7-30-53
To:	Code 600	Date	9-3-53
To:	Open Com.	Date	9-23-53
To:	Code 600 Rm 4637	Date	9-24-53
To:	Open Com	Date	8-30-54
To:		Date	
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To:		Date	
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Docket copy

Department of the Interior
Defense Minerals Exploration
RECEIVED
DEC - 2 1954

TERMINATION AGREEMENT

It is agreed this 17th day of November, 1954, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration (hereinafter called the "Government"), and Homer C. Mundy and Carl Frank Thomas (hereinafter called the "Operator"), parties to that certain Exploration Project Contract Idm-E609 (Docket No. DMEA-3099), dated September 24, 1953 (hereinafter called the "Contract"), that:

1. Effective November 1, 1954, the Contract and all obligations of the parties thereunder, except as otherwise herein expressly provided, shall be and are hereby terminated.

2. The Government shall contribute only to the fixed unit costs of work performed prior to said effective date.

3. The Operator shall promptly perform all winding-up and settlement actions provided for in the Contract, including the rendering of the final report and final account.

4. The Operator hereby releases and agrees to save the Government harmless from all claims or demands under or arising out of said Contract, except as otherwise provided in this termination agreement.

IN WITNESS WHEREOF, these parties have executed this agreement as of the day and year first above written.

THE UNITED STATES OF AMERICA

By C. Mitchell Dow
Administrator, Defense Minerals Exploration Administration

Robin Hoffland
Anderson
Hook
Chambers
Selfridge
Johnson

Homer C. Mundy
HOMER C. MUNDY

Carl Frank Thomas
CARL FRANK THOMAS

Docket Copy

Antin
10/19/4

AMENDMENT NO. 1

EXPLORATION PROJECT CONTRACT
DMEA-3099, Ida-E 609, HICKORY MINE
(Mica)

Contract Ida-E 609, Docket No. DMEA-3099, dated 24th day of September, 1953, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration and Homer C. Mundy and Carl Frank Thomas, of Gainesville, Georgia, is hereby amended as of March 24, 1954 as follows:

1. Article 3 is amended to read ....;" and shall bring the project to completion with a period of sixteen (16) months from the date of contract....." instead of six (6) months as written in original contract.

Work which is now recessed, shall be resumed not later than October 24, 1954.

Date: Sept. 17, 1954.

This amendment shall not be construed to increase the estimated total cost of the project, the aggregate total amount which the Government may be required to pay, nor the amount of any item designated as "allowable maximum."

THE UNITED STATES OF AMERICA

By: Robert A. Lawrence

By: Homer C. Mundy
Homer C. Mundy (Partner)

By: Carl Frank Thomas
Carl Frank Thomas (Partner)

MA -200 (A)
(February 1952)

DOCKET NO. DMEA-3099

COMMODITY Mica

Docket Copy

IDM-E 609

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

EXPLORATION PROJECT CONTRACT[1]

(Short Form)

IT IS AGREED this 24th day of September, 1953 between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and[2] Homer C. Mundy and Carl Frank Thomas
Both of Gainesville, Georgia

hereinafter called the "Operator," as follows: and as set forth in Annexes I and II attached hereto and made a part hereof:

ARTICLE 1. *Authority for contract.*—This agreement is entered into under the authority of the Defense Production Act of 1950, as amended, pursuant to DMEA Order 1 entitled "Government Aid in Defense Exploration Projects."

ARTICLE 2. *Operator's property rights.*—With respect to the mineral rights in that certain land situated in the State of Georgia, County of Oconee, described as ~~XXXX~~[3] set forth in Annex I

the Operator represents and undertakes:[4]

(*a*) ~~That the Operator is the owner, in possession and entitled to possession, and that the property is subject only to the following [illegible]~~

(*b*) That the Operator is a lessee, in possession and entitled to possession, and the Owner's Consent to Lien is attached.

The Operator shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of the exploration project without any allowance for the use, rental value, depreciation, depletion, or other cost of acquiring, owning, or holding possession thereof.

ARTICLE 3. *Exploration project.*—The Operator, within 60 days from the date of this contract shall commence work on a project of exploration for[5] Mica

in or upon the described land; and shall bring the project to completion within a period of Six (6) months from the date of this contract. The work to be performed is more fully described in Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, are made a part of this contract. The Government will contribute to the cost of this work as hereafter provided. The work shall be performed by the Operator or by independent contractor or contractors efficiently, expertly, in a workmanlike manner, in accordance with good mining standards and State regulations for health and safety and for workmen's compensation and employers' liability insurance, with suitable and adequate equipment, materials, and labor, to bring the project to completion within the time fixed. The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

ARTICLE 4. *Costs of the project.*—The agreed, estimated costs of performing the work, expressed in terms of units of work to be performed (per foot of drifting, per foot of drilling, per cubic yard of material to be moved, etc.) are set forth in Exhibit "A," attached hereto. The Government will pay 90 percent of these agreed, estimated costs, as they accrue, for units of work actually performed that conform with the description or specifications for the work set forth in this contract, in an aggregate total amount not in excess of $2,790.00, which is 90 percent of $3,100.00 the agreed, estimated total cost of the project in which the Government will participate: *Provided,* That until the Operator's final report and final accounting have been rendered to the Government and any final check or auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last voucher or vouchers such sums as it sees fit not in excess of ten (10) percent of the maximum total which the Government might have been called upon to pay under the terms of the contract. The Government may, as it sees fit, make payments direct to the Operator's independent contractors, if any, for the account of the Operator, rather than to the Operator.

ARTICLE 5. *Reports, accounts, audits.*—(*a*) *Progress reports.* The Operator shall provide the Government with monthly reports of units of work performed under the contract, in quintuplicate (five copies), upon forms provided by the Government. These progress reports shall be certified by the Operator, and shall constitute both the Operator's invoice of units of work performed on the project during the period covered by the report and his voucher for repayment by the Government, unless the Government requires the use of a standard voucher form with invoice attached. Progress reports shall include surface and/or underground engineering-geological maps or sketches showing the progress of the exploration, with assay-reports on samples taken concurrently with the advance in mineralized ground.

[1] If sufficient space is not provided in any blank, use an extra sheet of paper and refer to it in the blank.
[2] State name, address, and nature of organization if any.
[3] Give legal description or enough to identify the property, particularly excluding any land or interest therein to which the Government's lien is not to attach or the production from which is not to be subject to the Government's percentage royalty.
[4] Strike out the provision not applicable.
[5] Name of mineral or minerals.

(*b*) *Final report.*—Upon completion of the exploration work or termination of the contract the Operator shall provide the Government with an adequate geological and engineering report, in quintuplicate (five copies), including an estimate of ore reserves resulting from the exploration work.

(*c*) *Compliance with requirements.*—If, in the opinion of the Government, any of the Operator's reports are insufficient or incomplete, the Government may procure the making or completion of such reports and attachments as an expense of the exploration work; and the Government may withhold approval and payment of any vouchers depending upon insufficient or incomplete reports.

(*d*) *Accounts and audits.*—The Operator shall keep suitable records and accounts of the units of work performed, which the Government may inspect and audit at any time. The Government may at any time require a check of the work performed and an audit of the Operator's records and accounts, by a certified public accountant or otherwise, the cost thereof to be treated as a cost of the project. The Operator shall keep and preserve said records and accounts for at least 3 years after the completion of the project or the termination of this contract. Upon the completion of the project or termination of the contract the Operator shall render a final account and statement of work performed to accompany his final report.

ARTICLE 6. *Repayment by Operator.*—(*a*) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than 6 months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows: **See Annex II, substituted for that part of 6(a) preceding the colon:**

(1) One and one-half (1½) percent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(2) One and one-half (1½) percent of any such net amounts, plus one-half (½) percent of such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such net amounts.

(For instance: The percentage royalty on a net amount of five dollars ($5.00) per ton, would be one and one-half (1½) percent; on a net amount of ten dollars ($10.00) per ton, three and one-half (3½) percent.)

(*b*) As here used, "net smelter returns," "net concentrator returns," and "other net amounts realized from the sale or other disposition," mean gross revenue from sales, or if not sold, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be the gross income from mining operations for percentage depletion purposes in income-tax determination.

(*c*) To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(*d*) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

ARTICLE 7. *Assignment, transfer, or loss of Operator's interest.*—Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder. The Operator shall not make any voluntary nor permit any involuntary transfer or conveyance of the Operator's rights in the land described in Article 2, without making suitable provision for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof; *Provided*, that mere failure by the Operator to maintain the Operator's rights in the land, without any consideration running to the Operator other than relief from the cost of maintaining such rights (as by surrender of a leasehold, failure to perform assessment work, or failure to exercise an option), coupled with complete abandonment by the Operator of all interest in or operations on the land for a period of 10 years from the date of this contract, shall not constitute such a transfer or conveyance. Should the Operator make or permit any transfer or conveyance in violation of this provision, the Operator shall be and remain liable for payment to the Government of the same amounts, at the same times, as would have been paid under the terms of the percentage royalty on production. If for any reason the net smelter returns, net concentrator returns, or other net amounts realized from the sale or other disposition of such production are not available as a means of measuring the amount of the Operator's liability, the amount thereof shall be estimated as well as may be, and in the event of dispute as to such estimates, the determination thereof by the Administrator of Defense Minerals Exploration Administration or by his successor shall be final and binding upon the Operator.

ARTICLE 8. *Termination and completion.*—The Government may, at any time, by written notice to the Operator, terminate this contract: (*a*) If the Operator fails to provide his share of the money necessary to prosecute operations pursuant to the terms of the contract; (*b*) if the Operator, in the opinion of the Government, fails to prosecute operations pursuant to the terms of the contract; or (*c*) if, in the opinion of the Government, operations up to the time of the notice have not indicated the probability of making any worth while discovery and in the opinion of the Government further operations are not justified.

ARTICLE 9. *Changes and added provisions* _____

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

Homer Mundy
(O~~xxxx~~ Homer C. Mundy

By Frank E. Johnson
ACTING Administrator, Defense Minerals Exploration Administration

Carl Frank Thomas
B~~xx~~ Carl Frank Thomas

Robert Porter
Hoyt Chandler

I, _____, certify that I am the _____ secretary of the corporation named as Operator herein; that _____, who signed this contract on behalf of the Operator, was then _____ of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

_____ [CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE 16—66329-1

EXPLORATION PROJECT CONTRACT
HOMER C. MUNDY and CARL FRANK THOMAS
DOCKET NO. DMEA-3099

ANNEX I

The land referred to in Article 2 of the contract form is known as the Dickens mine and was leased to Homer Mundy by G. L. Thomas in an instrument dated April 21, 1952.

The area under the lease consists of 124.21 acres, located 18 miles southwest of Monroe, Georgia, and specifically described in the aforesaid lease as follows:

> "All that tract or parcel of land containing 124.21 acres, more or less, situate, lying, and being on the public road from High Shoals to the J. Tom Dickens old residence and the road from High Shoals to Snows Mill, in the 239th District G. M., Oconee County, Georgia, being designated and delineated on plat of certain lands of the estate of J. Tom Dickens as Lots Nos. 6 and 7, said plat made from a survey made by R. E. Hardigree, surveyor, dated November 1st to 15th, 1944, and recorded in Plat Book 1, Page 48, Oconee County records."

EXPLORATION PROJECT CONTRACT
HOMER C. MUNDY and CARL FRANK THOMAS
DOCKET NO. DMEA-3099

ANNEX II

The following provisions are in lieu of all of paragraph (a) of Article 6 which precedes the colon:

If the Government considers that a discovery or development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after a sufficient, complete, final report and final account referred to in the contract has been rendered, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development, The Operator, or his successor in interest, shall pay to the Government a royalty on all minerals mined or produced from the land described in Article 2, as follows: (1) Regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification of discovery or development, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first, unless the Government waives its right to a royalty; or (2) if the Government makes a certification of discovery or development, for a period of ten years from the date of the contract, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first. Said royalty shall be a percentage of the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production (including any bonuses), in whatever form disposed of, including ore, concentrates, or metal, as follows:

EXPLORATION PROJECT CONTRACT
HOMER C. MUNDY and CARL FRANK THOMAS
DOCKET NO. DMEA-3099

EXHIBIT "A"

Description of the Work

Exploration for concentrations of strategic mica shall be accomplished in the area served by Shaft A, as shown on the attached map entitled "Figure 141, Geologic map and plan of the Dickens mine, Oconee County, Ga." The work shall be done in two stages.

Stage I

Deepen Shaft A thirty (30) feet on the incline from the present 20-foot depth to fifty (50) feet.

Stage II

This stage shall be undertaken only after Stage I has been completed and with the prior written approval of the Executive Officer, DMEA Field Team, Region VII. The work shall consist of driving fifty (50) feet of drifts from the incline.

The location and direction of all work shall be subject to approval by the Government engineers.

Agreed Unit Costs

Stage I		
Deepen shaft 30 feet @ $45.00/ft.	$1,350.00	
Stage II		
Drift 50 feet @ $35.00/ft.	1,750.00	
Total Agreed Unit Cost		$3,100.00
Government Participation at 90%		$2,790.00

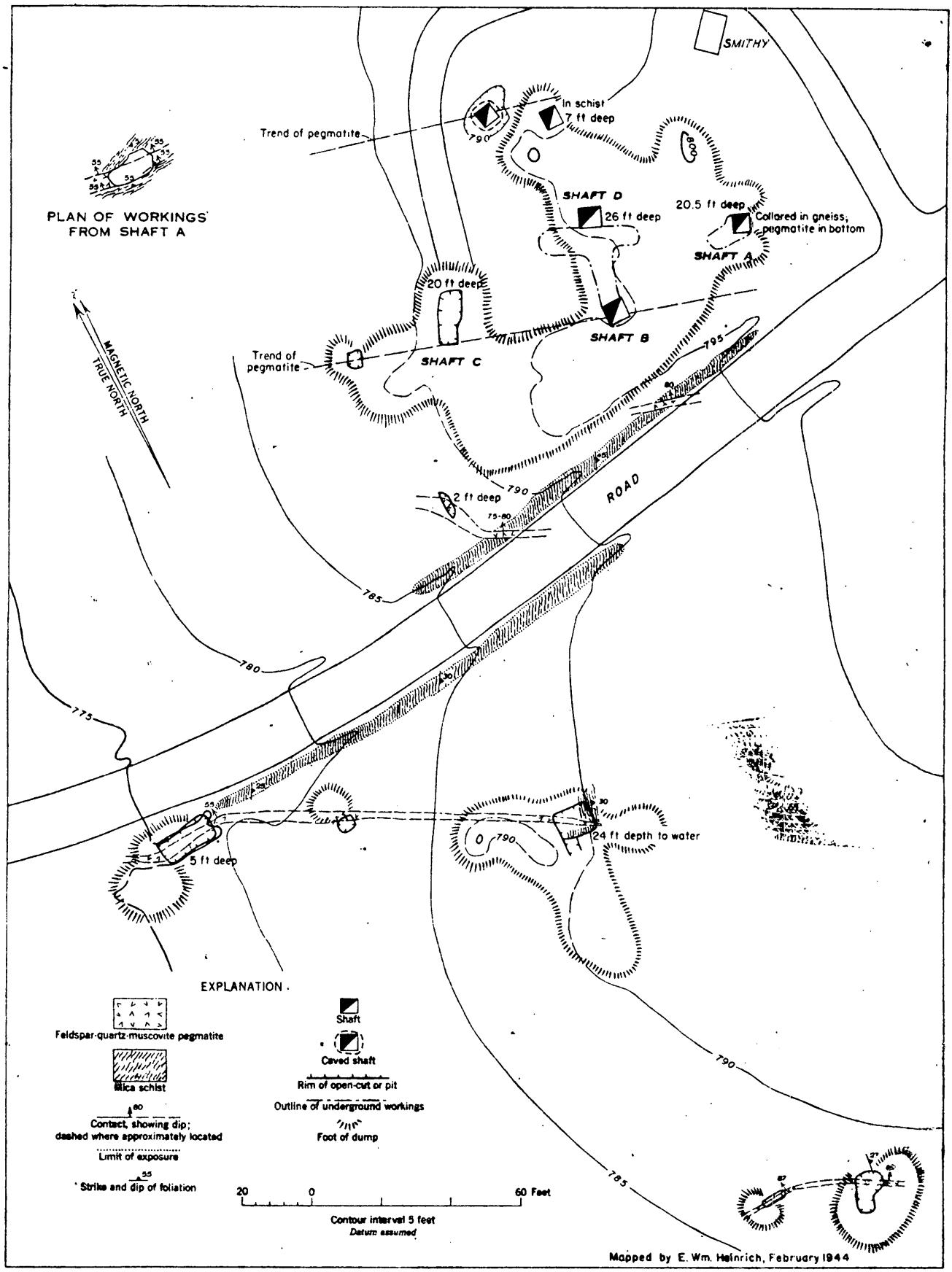

FIGURE 141.—Geologic map and plan of the Dickens mine, Oconee County, Ga.

MF-203

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of Georgia, County of Oconee, described [redacted] follows:1/ In a lease dated April 21, 1952 and recorded in Book, O B Folio 549-50 the 18th day of July 1952 in the Clerk's Office Superior Court, Oconee County, Georgia

which is the subject of a proposed exploration project contract, hereinafter called the "contract", between the United States of America, hereinafter called the "Government", and

2/ Roger G. Kurly and Carl Frank Jones

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said contract which are set forth on the reverse side hereof, the Government is entitled to a percentage royalty on production and to certain other rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

NOW THEREFORE, the undersigned, in consideration of said contract and as an inducement to the Government to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to dismantle, sever, take possession of, and remove and dispose of facilities, buildings, fixtures, equipment, or other items as provided in the contract, or any amendment thereof, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned, and the Government is authorized to enter upon the land for such purposes.

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ _____, or ten years have elapsed from the date of the contract.

3. The undersigned shall commit no act nor assert any claim that may contravene or conflict with the lien, claim, or rights of the Government under the provisions of said contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

Dated this 16 day of June, 1953.

G. L. Thomas [Seal]

[Seal]

G. L. Thomas [Seal]

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated _____, and recorded in book _____ page _____ official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

2/ Insert the name of the Operator as it will appear in the exploration project contract.

3/ Mining or production from the land is not required, and in the absence of production there is no obligation to repay the Government.

4/ Insert the maximum amount of the Government's contribution.

RELEVANT CONTRACT PROVISIONS

Repayment by Operator. (a) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

(1) One and one-half (1½) per cent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(2) One and one-half (1½) per cent of any such net amounts, plus one-half (½) per cent such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) per cent of such net amounts.

(For instance: the percentage royalty on a net amount of five dollars ($5.00) per ton, would be one and one-half (1½) per cent; on a net amount of ten dollars ($10.00) per ton, three and one-half (3½) per cent.)

(b) As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

(c) To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(d) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C. 600

Project Summary Report

By: Walter C. Anderson January 26, 1955

1. Docket No. DMEA-3099 - Mica
Contract No. Idm-E609
Dickens Mine
Oconee County, Georgia

Operators: Homer C. Mundy and Carl Frank Thomas
Gainsville, Georgia

Application: Form MF-103 (April, 1952) received June 29, 1953. Work proposed - bulldozing, 32 ft. of shaft and 30 ft. of drift. Amount requested - $5,969.00

Operators' property rights: Lease for 2 years dated April 21,1952
Owner's Consent to Lien dated June 16, 1953

2. Contract - Form MF-200(A) (Feb.1952), dated September 23, 1953.

Work authorized:

Deepen existing shaft from 20 ft. level to 50 ft. level - 30 ft. @ $45.00/ft.	$1,350.00
60 ft. of drift @ $35.00/ft.	1,750.00
Total agreed unit costs	$3,100.00
Government participation @ 90%	$2,790.00

Plan of operation: In two stages. Drifting in Stage II not to be undertaken without prior written approval by Government.

Amendments: No. 1 - September 17, 1954. Extended completion date from 6 months to 16 months and provided that work which had been recessed be resumed not later than October 24, 1954.

Work completed:

27 ft. of shaft only @ $45.00/ft.	$1,215.00
Government participation @ 90%	$1,093.50

Work began on October 5, 1953, and completed October 26, 1954. The contract was terminated by mutual agreement on November 17, 1954. Field Team Final Report received November 24, 1954. Operators' Final Report received November 24, 1954.

3. Audit: Certificate issued December 1, 1954

Accepted cost	$1,215.00
Government participation	$1,093.50

4. Certification of discovery - none issued.

5. Comments:

How conducted - not in an efficient and workmanlike manner. Did not carry on the project according to contract. Recessed the work for no reason and finally completed 27 feet of shaft only after extensive effort on the part of the examiners.

Operation - not good.

Engineering - reporting by Operators was inadequate.

Geological premise - the premise that there existed another mica concentration in the same pegmatite similar to one that produced $36,000.00 worth of mica, did not materialize as only non-strategic mica was found and the pegmatite appeared to bottom at 47 feet.

Geological criteria upon which work was based:

1. Unzoned pegmatite 2.5 to 5 feet thick.
2. Past production.

Criteria developed during project:
1. Pegmatite considerably mixed with biotite gneiss.
2. Mica not of commercial sheet size.

Future possibilities - results of work in Stage I of the contract indicated that drifting under Stage II was not warranted.

Recommendations - The Nonmetallic Minerals Division concurs in field team's recommendation that certification of discovery or development should not be issued and that additional exploratory work is not justified. The Geological Survey and the Bureau of Mines are in agreement. A closing letter to the Operators is not being written. Any subsequent requests by the applicant should be critically examined.

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON 25, D. C.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 20 1955

January 18, 1955

Re: DMEA-3099
Mundy & Thomas
(Dickens Mine)
Oconee Co., Ga.
$1,215 - Mica

Memorandum

To: L. G. Houk, Defense Minerals Exploration Administration

From: E. L. Newcomb, U. S. Geological Survey

Subject: Review of Final Field Team report

The Field Team has recommended a certificate of discovery not be issued for work done under Stage I of the contract.

Extension of a 20 foot shaft to an inclined depth of 47 feet did not disclose strategic mica and bottoming of the pegmatite at this level indicated further exploration by drifting was not warranted.

The limited size of the explored pegmatite and the lack of strategic mica in the shaft does not justify a certificate of discovery.

E. L. Newcomb
E. L. Newcomb

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
WASHINGTON 25, D. C.

Department of the Interior
Defense Minerals Administration
RECEIVED
DEC 28 1954

December 27, 1954

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Donald R. Irving, Acting for
Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3099 (mica)

Applicant: Homer C. Mundy and Carl F. Thomas

Name and Location of Property: Dickens Mine
Oconee, Georgia

Contract Number: Idm-E 609

Date of Field Team Final Report: November 22, 1954

Date Rec'd. by Ceram. & Fert. Mat. Br.: November 29, 1954

Field Team Recommendation:

1. No certification.

Comments:

1. Exploration began on Oct. 5, 1953 and was completed Oct. 26, 1954.

2. No strategic mica was encountered.

3. Expenditures -

Total approved	-	$3,100.00
Total cost	-	1,215.00
Gov't. share	-	1,093.00
Value of prod. during operation	-	none

Recommendation:

I concur in the field team's recommendation to deny certification of this project.

Donald R. Irving

Donald R. Irving

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

~~WASHINGTON 25, D. C.~~
ROOM 13 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
DEC 2 1954

November 29, 1954

Memorandum

To: Operating Committee, DMEA, Washington, D. C.

From: Executive Officer, DMEA, Region VII

Subject: Termination Agreement - Homer C. Mundy and Carl F. Thomas, Docket No. DMEA-3099, Contract No. Idm-E 609 (mica) Dickens Mine, Oconee County, Georgia

Transmitted are the Government's, Docket and Division copies of the subject Termination Agreement. We have retained our copy and have sent the Finance Office theirs.

Robert A. Laurence

Robert A. Laurence

Enclosures 3

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D.C.~~

ROOM 13, POST OFFICE BLDG.
KNOXVILLE 2, TENN.

COPY

November 22, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, DMEA - Region VII - Knoxville

Subject: Final Report. DMEA-3099 (mica) Homer C. Mundy & Carl F. Thomas
Dickens Mine, Oconee County, Ga.

Enclosed are four copies each of the Operator's and Field Team final reports on the subject exploration contract.

We agree with the recommendations that certification of discovery should not be issued.

Robert A. Laurence

Wm. A. Beck, for V. J. Lynch
U. S. Bureau of Mines

RAL/zm

cc:
Beck
Lynch
Files

Reviewed by
DMEA OPERATING COMMITTEE
11-29-54
(date)

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 24 1954

UNITED STATES

DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FINAL REPORT
ON
DMEA-3099, DICKENS MINE
(mica) Oconee County, Ga.

BY

K. H. Teague, and Dewey H. Amos, Geologists
U. S. Geological Survey

and

James F. O'Neill, Mining Engineer
U. S. Bureau of Mines

November 22, 1954

Reviewed by
DMEA OPERATING COMMITTEE
11-29-54
(date)

DEPARTMENT OF THE ARMY
Defense Minerals Administration
RECEIVED
NOV 24 1954

FINAL REPORT
On
DMEA-3099 - DICKENS MINE
(mica) Idm-E 609

Operators: Homer C. Mundy and Carl F. Thomas, c/o Carl F. Thomas, 1939 Prospect St., Jacksonville, Fla.
Location: In southwestern Oconee County, Georgia, 18 miles southwest of Monroe, Georgia.

Work completed under the contract consisted of deepening an existing 20-foot shaft 27 additional feet on a - 70° incline. No mica of strategic size was recovered during the shaft sinking and the pegmatite appeared to be bottoming at the 47-foot level; thus, drifting under Stage II of the contract was not started. All mica discovered by the work performed was too small in size to be of strategic value; therefore, it is recommended that no certification of discovery be issued. Additional exploratory work is not warranted.

Work began on October 5, 1953 and was completed October 26, 1954. The contract was terminated by mutual agreement effective November 1, 1954. From the bottom of an existing 20-foot shaft a 70° incline to the north was sunk an additional 27 feet.

An unzoned pegmatite 2.5 - 5 feet thick is exposed in the shaft. It strikes N. 80° E. and dips 65° - 70° to the northwest tending to flatten slightly with depth. The body is disconformable to the foliation of the country rock, mica schist and biotite gneiss, which strikes north-south and dips 25° - 45° to the east. The pegmatite is composed of plagioclase, smoky quartz, red garnet, muscovite, and biotite, in order of abundance. At the bottom of the inclined shaft it is considerably mixed with biotite gneiss and probably indicates the near bottom of the pegmatite.

Muscovite was abundant in parts of the body explored by the shaft, but none was of commerical sheet size.

Expenditures:

(a)	Total approved	$3,100.00
(b)	Total cost of project	1,215.00
(c)	Government's share of cost	1,093.50
(d)	Government's share unexpended	1,696.50
(e)	Value of production during opr.	None

The work was conducted in a shaft and workmanlike manner only after extensive effort on the part of the Field Examiners. No equipment was purchased under the contract.

November 22, 1954.

K. H. Teague and D. H. Amos, Geologists
U. S. Geological Survey

and
J. F. ÒNeill, Mining Engineer, U.S. Bureau of Mines

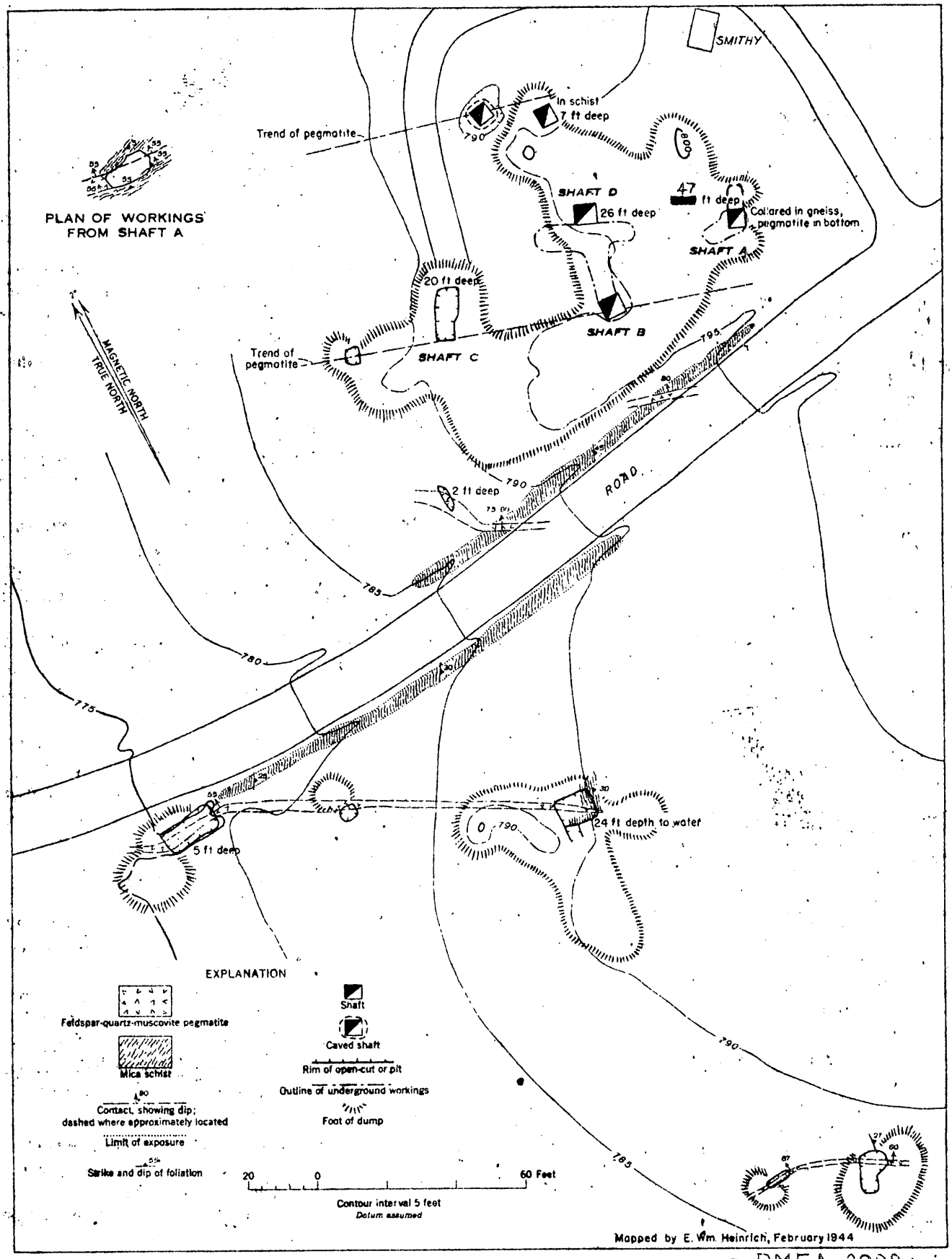

FIGURE 141.—Geologic map and plan of the Dickens mine, Oconee County, Ga. DMEA-3099 (mica)

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1025 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

Defense Minerals Administration
RECEIVED
NOV 24 1954

November 22, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, DMEA - Region VII - Knoxville

Subject: Final Report. DMEA-3099 (mica) Homer C. Mundy & Carl F. Thomas
Dickens Mine, Oconee County, Ga.

Enclosed are four copies each of the Operator's and Field Team final reports on the subject exploration contract.

We agree with the recommendations that certification of discovery should not be issued.

Robert A. Laurence
Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION VII

Wm. A. Beck
Wm. A. Beck, for V. J. Lynch
U. S. Bureau of Mines

Final Engineering Geological Report

Covering Work on Vertical Shaft
Work Begin Oct. 5. 1953
Completed Oct. 26. 1954

DMEA No 3099
IDM-E 609

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 24 1954

As noted in Oct. & Nov. 1953 Monthly Progress Report found quanity of small Ruby Mica not large enough for #6 trimmed - Both walls in hard granite - Veign materials. Mainly hard feldspar, pegmatite with quanity red Garnets of near massive structure Also some Black Jack. Veign Well defined about 4 ft Wide at 32 ft. level - Feldspar marked with green spots -

Foot wall Granite becoming for 5 or 6 ft much impregnated with Feldspar quartz - Garnets still present but not so solid - Much small mica badly Cracked Accross Cleavage - increase in quartz in materials - Mica small about ½" - Pegmatite Containing quanity of minute red Garnets - Veign about 5 ft. Wide considerable Black Jack. Shaft 41 ft. Depth 6 ft. demineshing in Mica - Feldspar becoming chalky & White -

No Mica was recovered of size or quality for sale. Shaft Completed at 47 ft. level
Work discontinued Oct 26. 1954 As ordered and considered Completed by Mr. Teague

Operator Tomie Mundy
Partner Carl J. Thomas

Final Engineering Geological Report
Covering Work on Vertical Shaft
Work begin Oct. 5, 1953
Completed Oct. 26. 1954

DMEA 3099
IDM-E 609

As noted in Oct. + Nov. 1953 Monthly Progress Report
found quanity of small Ruby Mica not large enough for #6 trimmed. Both walls in hard granite - Veign materials. Mainly hard feldspar pegmatite with quanity red Garnits of near massive structure
Also some Black Jack - Veign well defined about 4 ft. wide at 32 ft. level - Feldspar marked with green spots.

Foot wall Granite becoming for 5 or 6 ft much impregnated with Feldspar quartz. Garnits still present but not so solid - Much small Mica badly cracked accross cleavage - increase in quartz in materials. Mica small about ½ pegmatite containing quanity of minute red Garnits - Veign about 5 ft. wide considirable Black Jack - Shaft 41 ft. Left 6 ft. demenishing in Mica, Feldspar becoming chalky + White

No Mica was recovered of size or quality for sale
Shaft completed at 47 ft. level.
Work discontinued Oct. 26. 1954 As ordered and Considered completed by Mr. Teague

Operator - Homer Mundy
Partner Carl F. Thomas

Final Engineering Geological Report
Covering Work on Vertical Shaft
Work begin Oct. 5. 1953
Completed Oct. 26. 1954

DMEA-3098
IDM-E 609

As noted in Oct + Nov. 1953 Monthly Progress Report Found quanity of small Ruby Mica not large enough for #6 trimmed. Both walls in hard granite Vein materials Mainly hard feldspar pigmatite with quanity red Garnets of near massive structure also some Black Jack. Vein well defined about 4 ft. Wide at 32 ft. level. Feldspar marked with green spots.

Foot wall Granite becoming for 5 or 6 ft much impregnated with Feldspar quartz. Garnits still present but not so solid. Much small Mica badly cracked accross Cleavage - increase in quartz in materials. Mica small about ½ pigmatite containing quanity of minute red Garnets. Vein about 5 ft. wide Considerable Black Jack. Shaft 41 ft, Left 6 ft diminishing in Mica. Feldspar becoming chalky + white

No Mica was recovered of size or quality for sale

Shaft Completed at 47 ft level

Work discontinued Oct 26. 1954 as ordered and Considered completed by Mr. Teague

Operator - Homer Mundy
Partner - Carl F. Thomas

Docket Copy
Surname:
Anderson
Houk
Chandler
Selfridge
Johnson

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

600

NOV 18 1954

Mr. Robert A. Laurence
Executive Officer, DMEA
Field Team, Region VII
Room 13, Post Office Bldg.
Knoxville 2, Tennessee

Subject: Docket No. DMEA-3099 - Mica
Homer C. Mundy and
Carl Frank Thomas
Dickens Mine
Oconee County, Georgia
Contract No. Idm-B509

Dear Mr. Laurence:

Reference is made to Field Team memorandum of October 28, 1954, requesting that termination agreement forms be prepared on the subject contract.

Please find herewith the original and five copies of this Termination Agreement which have been signed by the Government. If it meets with your approval present it to the Operators for approval and signature.

After execution of the Termination Agreement, the copies are to be distributed in the usual manner.

Sincerely yours,

George C. Selfridge
by EST
Chairman, Operating Committee

Approved:

J. H. Hedges by EST
Member, Bureau of Mines

E. L. Newcomb by EST
Member, Geological Survey

Enclosures 6

WCAnderson:gad 11/10/54
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk

R.C.L.

OCT 29 1954

INTERIM REPORT

On

DMEA-3099, Idn-E 609-DICKENS MINE (mica)

Operator: Homer C. Munday and Carl Thomas, R#3, Gainsville, Ga.

Location: In Oconee County, Georgia, 18 miles southwest of Monroe, Ga.

Work was resumed on October 6, 1954. The shaft has been deepened on the pegmatite to 47 feet.

The shaft exposes a pegmatite, ranging in thickness from 2.5 to 5 feet. It is unzoned and composed of soda feldspar, glassy smoky quartz, red garnet, muscovite, and biotite. No muscovite of commercial size was recovered from work done in the shaft. In the shaft bottom, the pegmatite is considerably mixed with biotite gneiss wall rock, which may indicate the near bottom of the pegmatite.

The examiner can see no reason to drive any drifts on the pegmatite. Additional work is not justified and the project should be terminated.

Date if inspection October 26, 1954.

K. H. Teague

Kefton H. Teague, Geologist
U. S. Geological Survey

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

Defense Minerals Administration
RECEIVED
NOV 5 - 1954

November 3, 1954

Mr. Carl F. Thomas
1939 Prospect Street
Jacksonville 8, Florida

Re: DMEA-3099 (mica)
Constract Idm-E 609, Dickens Mine
Oconee County, Georgia

Dear Mr. Thomas:

Your Operator's Monthly Report and Voucher and Unit Cost and Progress Report for October has been received in this office, but cannot be sent to the finance office for payment as you did not send a narrative as required. You also failed to send the final report requested by Mr. Teague in his letter of October 27. The Final Engineering and Geological report in quintuplicate (5 copies) as stipulated in Article 5 (b) and (d) of the contract form should give the date of completion, summarize the work completed, give a statement of the pounds of block mica recovered, and an estimate of the value when sheeted, also a record of any sales made to the Mica Buying Depot or anyone else.

Upon receipt of the above mentioned narrative and your final engineering and geological report, we will send your final voucher to the finance office for processing.

Very truly yours,

Wm. A. Beck, Acting
Executive Officer, DMEA
Region VII

WAB/am
cc:
Beck
Opr. Com.
O'Neill
Files

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 75 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

Department of the Interior
Defense Minerals Administration
RECEIVED
NOV 1 - 1954

October 28, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, DMEA - Region VII

Subject: DMMEA-3099, Idm-E 609 (mica) Mundy & Thomas - Alabama

Reference is made to interim report on the subject project which was transmitted to Washington October 27, 1954.

This interim report indicates that there is no liklihood that strategic mica will be encountered by continued work on the project, thus it should be terminated.

We request that the necessary termination agreement be prepared. No recommendation for certification will be made on the project.

Wm. A. Beck, Acting
Executive Officer, DMEA-Reg. VII

K. H. Teague, Geologist
U. S. Geological Survey

operating Comm.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.
ROOM 13 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

OCT 29 1954

October 27, 1954

Mr. C. F. Thomas
1939 Prospect Street
Jacksonville 8, Florida

Subject: Docket No. DMEA-3099 - Mica
Dickens Mine
Oconee County, Georgia
Contract No. Idm-9609

Dear Mr. Thomas:

I examined the Dickens mine in Oconee County, Georgia, on October 26, 1954. At the time no one was at the mine. I left you a note in the cab of your hoist truck. However, you may not have gotten it.

As I pointed out in the note, I taped the shaft at 47 feet and after examining the bottom of it, concluded that no additional work on the project is justified. We will have the necessary termination papers prepared and forward to you for signature. A final report covering findings from the project should be sent along with your final voucher on the project.

Very truly yours,

Kefton H. Teague
Geologist

KHT/mg
cc - Beck
O'Neill
Operating Committee - 2
Files

Docket Copy
Surname:

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C. 600

OCT 12 1954

Mr. Robert A. Laurence
Executive Officer
DMEA Field Team, Region VII
Room 13, Post Office Bldg.
Knoxville 2, Tennessee

Subject: Docket No. DMEA-2646 - Mica
Robert Baker
Zimmman Mine
Mitchell County, North Carolina
Contract No. Idm-E444

Docket No. DMEA-2725 - Mica
Forest City Mining Company
Old Mamsey Mine
Cleveland County, North Carolina
Contract No. Idm-E480

Docket No. DMEA-2873 - Mica
Empire Mica Company
Short-Mitchell Mine
Upson County, Georgia
Contract No. Idm-E562

Docket No. DMEA-3099 - Mica
Homer C. Mundy and
Carl Frank Thomas
Diokema Mine
Oconee County, Georgia
Contract No. Idm-E609

Dear Mr. Laurence:

Reference is made to your memorandum of August 20 concerning the different forms of termination action taken in the subject cases.

I

With respect to Robert Baker and Forest City Mining Company you say: "At the time the termination agreements were prepared..." No termination agreements were prepared as these contracts were terminated by unilateral notice on account of the defaults of the operators.

II

You say "...we evidently misunderstood the language (of the termination notices), for we assumed that the Government was preserving the right to repayment for work already done..." Payment by whom?

If you mean payment by the operator, that is correct. If you mean payment by some subsequent operator, that is wrong. Moreover, no royalty can accrue except by a certification under the contract within the time limited by the contract, and if there has been no discovery there cannot, of course, be any certification. That is why when it is desirable to preserve the Government's royalty rights without certification it is necessary to do so by agreement with the operator, assuming that the operator will agree.

III

You say: "...we assumed that the Government was preserving the right to repayment for work already done, in case a new applicant should be awarded a contract to complete the work which was abandoned by default of the original Operators." If you mean that you assumed that the obligation of the original operators would be carried to some new subsequent operators, that could be done only by agreement with the subsequent operators. Ordinarily DMEA treats further operations by a new operator as an entirely new project without liability for past operations which did not result in a certification of discovery or development. However, in some cases where the second operator would derive unusual benefit from the Government's contribution under the original contract he may be required to assume liability for such contribution if certification is made.

IV

With respect to an operator who has abandoned the property you say: "As it now stands, there is evidently nothing to prevent these defaulters from resuming work at their own expense, doing a little more work and possibly making a discovery, thus leaving the Government holding the bag for its investment in these contracts." That is erroneous except where the Government terminates the contract. Under the provisions of the contract the operator can be relieved from the royalty obligations only by "...complete abandonment by the Operator of all interest in or operations on the land for a period of ten years from the date of this contract..." If the Government terminates it waives all claim for damages on account of the abandonment.

V

You say: "It is not clear to us why one type of action was taken for these two contracts (Robert Baker and Forest City), and entirely different actions taken in terminating (the other contracts)..." The method of terminating contracts must depend upon the facts in each

case, the willingness of the operator to sign a termination agreement, and other elements. We cannot require operators to enter into termination agreements, and we cannot preserve royalty rights except by agreement or by certification. Rescission, with demand for repayment, is resorted to only where the operator's default is deemed to be inexcusable and the Government feels that it would have been beneficial to have completed the project.

These matters are discussed in more detail in Circular No. 33 of June 30, 1954.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (GCS)

Approved:

J. H. Hedges (JHB)
Member, Bureau of Mines

Thor H. Kiilsgaard (JHB)
Member, Geological Survey

LGHouk/JLHofflund/
LGHouk:gad 10/6/54

Copy to: Admr. R. File
Operating Committee
Docket - 4
Mr. Kiilsgaard, 5227
Mr. Dietrich, 3061
Mr. Houk - 4
Mr. Hofflund - 2

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

Mr. Robert A. Laurence
Executive Officer
DMEA Field Team, Region VII
Room 13, Post Office Building
Knoxville 2, Tennessee

Re: Docket No. DMEA-2646 - Mica
Robert Baker
Zimmman Mine
Mitchell County, North Carolina

Docket No. DMEA-2725 - Mica
Forest City Mining Company
Old Mauney Mine
Cleveland County, North Carolina

Docket No. DMEA-2873 - Mica
Empire Mica Company
Short-Mitchell Mine
Upson County, Georgia
Contract No. Idm-E562

Docket No. DMEA-3099 - Mica
Homer C. Mundy and
Carl Frank Thomas
Dickens Mine
Oconee County, Georgia
Contract No. Idm-E609

Dear Mr. Laurence:

Reference is made to your memorandum of August 20 concerning the different forms of termination action taken in the subject cases.

I

With respect to Robert Baker and Forest City Mining Company you say: "At the time the termination agreements were prepared . . . No termination agreements were prepared as these contracts were terminated by unilateral notice on account of the defaults of the operators.

II

You say . . . we evidently misunderstood the language [of the termination notices], for we assumed that the

Government was preserving the right to repayment for work already done . . ." Payment by whom? If you mean payment by the operator, that is correct. If you mean payment by some subsequent operator, that is wrong. Moreover, no royalty can accrue except by a certification under the contract within the time limited by the contract, and if there has been no discovery there cannot, of course, be any certification. That is why when it is desirable to preserve the Government's royalty rights without certification it is necessary to do so by agreement with the operator, assuming that the operator will agree.

III

You say: ". . . we assumed that the Government was preserving the right to repayment for work already done, in case a new applicant should be awarded a contract to complete the work which was abandoned by default of the original Operators." If you mean that you assumed that the obligation of the original operators would be carried to some new subsequent operators, that could be done only by agreement with the subsequent operators. It has been the policy of DMEA to treat further operations by new operators as an entirely new project without liability for past operations which did not result in a certification of discovery or development.

IV

You say: "As it now stands, there is evidently nothing to prevent these defaulters from resuming work at their own expense, doing a little more work and possibly making a discovery, thus leaving the Government holding the bag for its investment in these contracts." That is erroneous. Under the provisions of the contract the operator can be relieved from the royalty obligations only by ". . . complete abandonment by the Operator of all interest in or operations on the land for a period of ten years from the date of this contract . . ."

V

You say: "It is not clear to us why one type of action was taken for these two contracts /Robert Baker and Forest City/, and entirely different actions taken in terminating /the other contracts/ . . ." The method of

terminating contracts must depend upon the facts in each case, the willingness of the operator to sign a termination agreement, and other elements. We cannot require operators to enter into termination agreements, and we cannot preserve royalty rights except by agreement or by certification. Rescission, with demand for repayment, as in the Mundy and Thomas case, is resorted to only where the operator's default is deemed to be inexcusable and the Government feels that it would have been beneficial to have completed the project.

These matters are discussed in more detail in Circular No. 33 of June 30, 1954.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

Approved:

J. H. Hedges

Member, Bureau of Mines

Thor H. Kiilsgaard

Member, Geological Survey

LGHouk/JLHofflund/emd 9/28/54
Copy to: DMEA Docket (4)
Solicitor's Docket
Adm. R. File
Operating Committee
Mr. Kiilsgaard, 5227
Mr. Dietrich, 3061
Mr. Houk (2)
Mr. Hofflund
chron.
pending

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1025 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

October 6, 1954

Mr. C. F. Thomas
1939 Prospect St.
Jacksonville 8, Florida

Re: DMEA-3099, Idm-E609 (mica)
Dickens Mine, Oconee County, Ga.

Dear Mr. Thomas:

Thanks for your letter of October 2 and the old, unsigned amendment which you returned. That was the correct one and we now have all the necessary papers back.

Please let me know when work is resumed and when you expect to complete the shaft. One of our field men will probably be in Georgia next week.

Very truly yours,

Robert A. Laurence
Executive Officer, DMEA
Field Team, Region VII

RAL/km
cc:
Beck
Lynch
O'Neill
Opr. Com.
Files

Government's copy

EXPLORATION PROJECT CONTRACT
HOMER C. MUNDY AND CARL FRANK THOMAS
DOCKET NO. DMEA-3099

AMENDMENT NO. 1

It is agreed this _____ day of _____, 1954, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration (hereinafter called the "Government"), and Homer C. Mundy and Carl Frank Thomas (hereinafter called the "Operator"), parties to that certain Exploration Project Contract Idm-E609 (Docket No. DMEA-3099), dated September 24, 1953 (hereinafter called the "Contract"), that:

1. (a) Work under the Contract shall be suspended during the period beginning December 1, 1953, and ending not later than November 24, 1954.

(b) No costs incurred by the Operator during the period of suspension shall be allowable for contribution by the Government, and the Government shall not contribute to any costs of rehabilitation or repair which, in its opinion, would not have occurred if there had been no suspension of the work.

(c) The Operator at his own cost and expense, without contribution by the Government during the period of suspension shall preserve and protect the project work.

2. The time fixed for the completion of the work is extended to April 24, 1955.

3. It is of the essence of this Contract that the work be resumed before the termination of the period here fixed for suspension; and if it is not so resumed in the manner required by the Contract, the following provisions shall thereupon become effective:

(a) Any work or operations prosecuted or costs incurred by the Operator under the Contract shall be for the sole account of the Operator without contribution by the Government.

Cancelled

(b) The Operator shall repay to the Government the total amount contributed by the Government under the Contract.

(c) Upon the Operator's compliance with subparagraph (b) of this paragraph 3, the Contract shall be deemed rescinded, revoked, and cancelled as of the date of the Contract, the same as if it had never been entered into.

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By_____
Administrator, Defense Minerals
Exploration Administration

_____
(Homer C. Mundy)

_____
(Carl Frank Thomas)

Operator's copy

EXPLORATION PROJECT CONTRACT
HOMER C. MUNDY AND CARL FRANK THOMAS
DOCKET NO. DMEA-3099

AMENDMENT NO. 1

It is agreed this _____ day of _____, 1954, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration (hereinafter called the "Government"), and Homer C. Mundy and Carl Frank Thomas (hereinafter called the "Operator"), parties to that certain Exploration Project Contract Idm-E509 (Docket No. DMEA-3099), dated September 24, 1953 (hereinafter called the "Contract"), that:

1. (a) Work under the Contract shall be suspended during the period beginning December 1, 1953, and ending not later than November 24, 1954.

(b) No costs incurred by the Operator during the period of suspension shall be allowable for contribution by the Government, and the Government shall not contribute to any costs of rehabilitation or repair which, in its opinion, would not have occurred if there had been no suspension of the work.

(c) The Operator at his own cost and expense, without contribution by the Government during the period of suspension shall preserve and protect the project work.

2. The time fixed for the completion of the work is extended to April 24, 1955.

3. It is of the essence of this Contract that the work be resumed before the termination of the period here fixed for suspension; and if it is not so resumed in the manner required by the Contract, the following provisions shall thereupon become effective:

(a) Any work or operations prosecuted or costs incurred by the Operator under the Contract shall be for the sole account of the Operator without contribution by the Government.

(b) The Operator shall repay to the Government the total amount contributed by the Government under the Contract.

(c) Upon the Operator's compliance with subparagraph (b) of this paragraph 3, the Contract shall be deemed rescinded, revoked, and cancelled as of the date of the Contract, the same as if it had never been entered into.

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By _____
Administrator, Defense Minerals Exploration Administration

_____
(Homer C. Rundy)

_____
(Carl Frank Thomas)

Finance Office copy

EXPLORATION PROJECT CONTRACT
HOMER C. MUNDY AND CARL FRANK THOMAS
DOCKET NO. DMEA-3099

AMENDMENT NO. 1

It is agreed this _____ day of _____, 1954, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration (hereinafter called the "Government"), and Homer C. Mundy and Carl Frank Thomas (hereinafter called the "Operator"), parties to that certain Exploration Project Contract Idm-E609 (Docket No. DMEA-3099), dated September 24, 1953 (hereinafter called the "Contract"), that:

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(c) The Operator at his own cost and expense, without contribution by the Government during the period of suspension shall preserve and protect the project work.

2. The time fixed for the completion of the work is extended to April 24, 1955.

3. It is of the essence of this Contract that the work be resumed before the termination of the period here fixed for suspension; and if it is not so resumed in the manner required by the Contract, the following provisions shall thereupon become effective:

(a) Any work or operations prosecuted or costs incurred by the Operator under the Contract shall be for the sole account of the Operator without contribution by the Government.

Field Team copy

EXPLORATION PROJECT CONTRACT
HOMER C. MUNDY AND CARL FRANK THOMAS
DOCKET NO. DMEA-3099

AMENDMENT NO. 1

It is agreed this _____ day of _____, 1954, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration (hereinafter called the "Government"), and Homer C. Mundy and Carl Frank Thomas (hereinafter called the "Operator"), parties to that certain Exploration Project Contract Idm-3609 (Docket No. DMEA-3099), dated September 24, 1953 (hereinafter called the "Contract"), that:

1. (a) Work under the Contract shall be suspended during the period beginning December 1, 1953, and ending not later than November 24, 1954.

(b) No costs incurred by the Operator during the period of suspension shall be allowable for contribution by the Government, and the Government shall not contribute to any costs of rehabilitation or repair which, in its opinion, would not have occurred if there had been no suspension of the work.

(c) The Operator at his own cost and expense, without contribution by the Government during the period of suspension shall preserve and protect the project work.

2. The time fixed for the completion of the work is extended to April 24, 1955.

3. It is of the essence of this Contract that the work be resumed before the termination of the period here fixed for suspension; and if it is not so resumed in the manner required by the Contract, the following provisions shall thereupon become effective:

(a) Any work or operations prosecuted or costs incurred by the Operator under the Contract shall be for the sole account of the Operator without contribution by the Government.

(b) The Operator shall repay to the Government the total amount contributed by the Government under the Contract.

(c) Upon the Operator's compliance with subparagraph (b) of this paragraph 3, the Contract shall be deemed rescinded, revoked, and cancelled as of the date of the Contract, the same as if it had never been entered into.

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By _____
Administrator, Defense Minerals
Exploration Administration

_____
(Homer C. Mundy)

_____
(Carl Frank Thomas)

Docket copy

EXPLORATION PROJECT CONTRACT
HOMER C. MUNDY AND CARL FRANK THOMAS
DOCKET NO. DMEA-3099

AMENDMENT NO. 1

It is agreed this _____ day of _____, 1954, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration (hereinafter called the "Government"), and Homer C. Mundy and Carl Frank Thomas (hereinafter called the "Operator"), parties to that certain Exploration Project Contract Idm-E609 (Docket No. DMEA-3099), dated September 24, 1953 (hereinafter called the "Contract"), that:

1. (a) Work under the Contract shall be suspended during the period beginning December 1, 1953, and ending not later than November 24, 1954.

(b) No costs incurred by the Operator during the period of suspension shall be allowable for contribution by the Government, and the Government shall not contribute to any costs of rehabilitation or repair which, in its opinion, would not have occurred if there had been no suspension of the work.

(c) The Operator at his own cost and expense, without contribution by the Government during the period of suspension shall preserve and protect the project work.

2. The time fixed for the completion of the work is extended to April 24, 1955.

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Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By _____
Administrator, Defense Minerals Exploration Administration

Potter
Hoffland
Anderson

_____
(Homer C. Handy)

_____
(Carl Frank Thomas)

Division copy

EXPLORATION PROJECT CONTRACT
HOMER C. MUNDY AND CARL FRANK THOMAS
DOCKET NO. DMEA-3099

AMENDMENT NO. 1

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1. (a) Work under the Contract shall be suspended during the period beginning December 1, 1953, and ending not later than November 24, 1954.

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(c) The Operator at his own cost and expense, without contribution by the Government during the period of suspension shall preserve and protect the project work.

2. The time fixed for the completion of the work is extended to April 24, 1955.

3. It is of the essence of this Contract that the work be resumed before the termination of the period here fixed for suspension; and if it is not so resumed in the manner required by the Contract, the following provisions shall thereupon become effective:

(a) Any work or operations prosecuted or costs incurred by the Operator under the Contract shall be for the sole account of the Operator without contribution by the Government.

(b) The Operator shall repay to the Government the total amount contributed by the Government under the Contract.

(c) Upon the Operator's compliance with subparagraph (b) of this paragraph 3, the Contract shall be deemed rescinded, revoked, and cancelled as of the date of the Contract, the same as if it had never been entered into.

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By _____
Administrator, Defense Minerals Exploration Administration

Robin Hoffland Hoch Anderson

_____
(Homer C. Mundy)

_____
(Carl Frank Thomas)

Extra copy

EXPLORATION PROJECT CONTRACT
HOMER C. MUNDY AND CARL FRANK THOMAS
DOCKET NO. DMEA-3099

AMENDMENT NO. 1

It is agreed this _____ day of _____, 1954, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration (hereinafter called the "Government"), and Homer C. Mundy and Carl Frank Thomas (hereinafter called the "Operator"), parties to that certain Exploration Project Contract Idm-E509 (Docket No. DMEA-3099), dated September 24, 1953 (hereinafter called the "Contract"), that:

1. (a) Work under the Contract shall be suspended during the period beginning December 1, 1953, and ending not later than November 24, 1954.

(b) No costs incurred by the Operator during the period of suspension shall be allowable for contribution by the Government, and the Government shall not contribute to any costs of rehabilitation or repair which, in its opinion, would not have occurred if there had been no suspension of the work.

(c) The Operator at his own cost and expense, without contribution by the Government during the period of suspension shall preserve and protect the project work.

2. The time fixed for the completion of the work is extended to April 24, 1955.

3. It is of the essence of this Contract that the work be resumed before the termination of the period here fixed for suspension; and if it is not so resumed in the manner required by the Contract, the following provisions shall thereupon become effective:

(a) Any work or operations prosecuted or costs incurred by the Operator under the Contract shall be for the sole account of the Operator without contribution by the Government.

(b) The Operator shall repay to the Government the total amount contributed by the Government under the Contract.

(c) Upon the Operator's compliance with subparagraph (b) of this paragraph 3, the Contract shall be deemed rescinded, revoked, and cancelled as of the date of the Contract, the same as if it had never been entered into.

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By _____
Administrator, Defense Minerals
Exploration Administration

_____
(Homer C. Mandy)

_____
(Carl Frank Thomas)

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C. 600

October 5, 1954

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Amendment No. 1 - Docket No. DMEA-3099 - Mica
Homer C. Mundy
Dickens Mine
Oconee County, Georgia
Contract No. Idm-E609

The Nonmetallic Minerals Division concurs in Amendment No. 1 to the subject contract as written and executed in the field. The date for completion of the contract has been extended from March 24, 1954 to January 24, 1955.

Although the Operator has been negligent in carrying out the terms of the contract this amendment is justified because it is more in the Government's interest to continue the exploration until the deposit has been adequately tested than to terminate it as a defaulted contract.

W. C. Anderson

W. C. Anderson
Nonmetallic Minerals Division

RECEIVED
OCT 8 - 1954
GENERAL COUNSEL
DEFENSE MINERALS
ADMINISTRATION

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 25 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

WASHINGTON 25, D. C.

Defense Minerals Administration
RECEIVED
OCT - 1 1954

September 29, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region VII - Knoxville, Tennessee

Subject: DMEA-3099, Idn-E 609, Mundy & Thomas- Amendment No. 1.

Enclosed are original and 2 copies of Amendment No. 1, to the subject contract. The usual distribution of the other copies has been made by this office.

Mr. Thomas writes, under date of September 27, 1954, that he expects to resume work at the Dickens Mine on Monday October 4. Therefore, I am returning the unsigned termination papers which were prepared in Washington.

Robert A. Laurence

Robert A. Laurence

Operator's Copy

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT - 1 1954

EXPLORATION PROJECT CONTRACT
HOMER C. MUNDY AND CARL FRANK THOMAS
DOCKET NO. DMEA-3099

RESCISSION OF EXPLORATION PROJECT CONTRACT

It is agreed this 22nd day of July, 1954, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and Homer C. Mundy and Carl Frank Thomas, hereinafter called the "Operator," parties to that certain Exploration Project Contract Idm-E609 (Docket No. DMEA-3099), dated September 24, 1953, hereinafter called the "Contract," that:

WHEREAS, the Operator is in default under the Contract in that the work set forth in the Contract was abandoned prior to completion; and

WHEREAS, the Operator desires to be relieved of the obligation to complete the work;

NOW THEREFORE,

1. The Operator shall repay to the Government the total amount contributed by the Government under the Contract; and

2. Upon the Operator's compliance with paragraph 1, the Contract shall be deemed rescinded, revoked, and cancelled as of the date of the Contract, the same as if it had never been entered into.

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By C O Mitkendorf
Administrator, Defense Minerals Exploration Administration

(Homer C. Mundy)

(Carl Frank Thomas)

Government's Copy

EXPLORATION PROJECT CONTRACT
HOMER C. MUNDY AND CARL FRANK THOMAS
DOCKET NO. DMEA-3099

RESCISSION OF EXPLORATION PROJECT CONTRACT

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Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

_____
(Homer C. Mundy)

By O. Meredith
Administrator, Defense Minerals Exploration Administration

_____
(Carl Frank Thomas)

Docket Copy

EXPLORATION PROJECT CONTRACT
HOMER C. MUNDY AND CARL FRANK THOMAS
DOCKET NO. DMEA-3099

RESCISSION OF EXPLORATION PROJECT CONTRACT

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2. Upon the Operator's compliance with paragraph 1, the Contract shall be deemed rescinded, revoked, and cancelled as of the date of the Contract, the same as if it had never been entered into.

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By O. Meredith
Administrator, Defense Minerals Exploration Administration

(Homer C. Mundy)

(Carl Frank Thomas)

Arthur Hoffman
Hugh Chandler
Hodges
Thomas Selfridge

Division Copy

EXPLORATION PROJECT CONTRACT
HOMER C. MUNDY AND CARL FRANK THOMAS
DOCKET NO. DMEA-3099

RESCISSION OF EXPLORATION PROJECT CONTRACT

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Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By O P Mitchendorf
Administrator, Defense Minerals Exploration Administration

Robert Hoffman
Hank Chamberlin

(Homer C. Mundy)

(Carl Frank Thomas)

EXPLORATION PROJECT CONTRACT
HOMER C. MUNDY AND CARL FRANK THOMAS
DOCKET NO. DMEA-3099

RESCISSION OF EXPLORATION PROJECT CONTRACT

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Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By O O Mitkendoy
Administrator, Defense Minerals Exploration Administration

(Homer C. Mundy)

(Carl Frank Thomas)

Field Team Copy

EXPLORATION PROJECT CONTRACT
HOMER C. MUNDY AND CARL FRANK THOMAS
DOCKET NO. DMEA-3099

RESCISSION OF EXPLORATION PROJECT CONTRACT

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Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By C D Mitchenor
Administrator, Defense Minerals Exploration Administration

(Homer C. Mundy)

(Carl Frank Thomas)

Extra Copy

EXPLORATION PROJECT CONTRACT
HOMER C. MUNDY AND CARL FRANK THOMAS
DOCKET NO. DMEA-3099

RESCISSION OF EXPLORATION PROJECT CONTRACT

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Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

(Homer C. Mundy)

By C. O. Mittendorf
Administrator, Defense Minerals Exploration Administration

(Carl Frank Thomas)

September 17, 1954

Mr. C. F. Thomas
1939 Prospect Street
Jacksonville 8, California

Re: DMEA-3099, Dickens Mine
Georgia - Idm-3609 (mica)

Dear Mr. Thomas:

I am glad to have your letter of September 14, and to know that you plan to resume work at the Dickens Mine during the first week of October. I am, therefore, enclosing six copies of an amendment which provides for resuming work before October 24, and completing by January 24, 1955. Please have all six copies signed by Mr. Munday and yourself, keep the one marked "Operator's Copy," and return all the other to me.

Upon completion of the incline, a decision about the level work will be made.

Very truly yours,

Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION VII

RAL/ms
cc:
Beck
O'Neill
Files

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

September 3, 1954

Memorandum

To: Docket

From: George C. Selfridge
Assistant to the Administrator

Subject: Docket No. DMEA-3099 (Mica)
Homer C. Mundy and Carl Frank Thomas
Dickens Mine
Oconee County, Georgia
Contract No. Idm-E609

Mr. Laurence called today to inquire if it would not be all right to write the subject operators proposing that they start the completion of Stage 1 within 30 days, in lieu of their completing Stage 1 by September 24, 1954, as proposed in Washington's letter of August 31.

Mr. Laurence explained that the two men were working in Florida and that they would probably need to give at least two weeks notice before leaving their work, which would not allow them sufficient time to complete the exploration work.

Mr. Laurence also mentioned the fact that he had received a letter informing him that the entire amount of the contract funds had been cancelled at the time a rescission of the contract was mailed to the Regional Office, July 22, 1954. He explained that the Finance Officer had paid out some $900.00 for which now no committed fund existed. The writer informed Mr. Laurence that he would look into the matter and call him back.

In the absence of Mr. Houk the matter was discussed with Mr. Johnson and Mr. Adams. Apparently, the entire contract sum had been automatically cancelled at the time of mailing the rescission, without notice being made that the rescission was not the type ordinarily used, but that it contained a clause stating that the operator would repay that money received as the Government's contribution in the work done up to that time. Regardless of what future action will be taken with relationship to the contract, that amount of money will have to be recommitted to cover the Finance Officer's disbursement.

The writer called Mr. Laurence and told him that Washington had no objection to allowing the operator to start work within not more than 30 days, provided the work would then be pursued dilligently. He also cautioned Mr. Laurence that he should not inadvertently commit DMEA to Stage 2 by proposing that the operators would have up to 30 days to start the completion of Stage 1. Mr. Laurence stated that it would be made clear that Stage 2 would be undertaken only if warranted by Stage 1. The writer also informed Mr. Laurence that the contract could be reinstated and the money recommitted to cover the additional expense should the operator continue the work.

George C. Selfridge

George C. Selfridge

September 3, 1954

Memorandum

To: Docket

From: George C. Selfridge
Assistant to the Administrator

Subject: Docket No. EMEA-3099 (Mica)
Homer C. Mundy and Carl Frank Thomas
Dickens Mine
Oconee County, Georgia
Contract No. Idm-E609

Mr. Laurence called today to inquire if it would not be all right to write the subject operators proposing that they start the completion of Stage 1 within 30 days, in lieu of their completing Stage 1 by September 24, 1954, as proposed in Washington's letter of August 31.

Mr. Laurence explained that the two men were working in Florida and that they would probably need to give at least two weeks notice before leaving their work, which would not allow them sufficient time to complete the exploration work.

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George C. Selfridge (S.N.)

George C. Selfridge

GCS/bih

cc to: Docket
Admr. Reading File
Mr. Houk
Mr. Selfridge

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1025 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

September 3, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region VII

Subject: DMEA-3099, Idm-E 609 (mica) Homer C. Mundy and Carl Frank Thomas
Dickens Mine, Oconee County, Georgia

Reference is made to your letter of August 31, and my telephone call to Mr. Selfridge today. As agreed with Mr. Selfridge, I have advised Mr. Thomas (copy of letter attached) that we will prepare a new time extension amendment if he resumes operations as soon as possible. We believe Mr. Thomas is sincere in his desire to complete the contract, and although there is a clear case of default if we want to press it, we think it is far more to the Government's advantage to continue the work until the deposit has been adequately explored. Mr. Mundy, who is the senior partner, as well as Mr. Thomas' father-in-law, plans to remain in Florida, and Mr. Thomas will be in charge of the work. We think this will result in more efficient operation, as well as better relations with the Operator.

If this peace offering fails and the Operators do not show good faith in prosecuting the work, we will then recommend termination with demand for repayment.

Robert A. Laurence

Robert A. Laurence

September 3, 1954

Mr. C. F. Thomas
1939 Prospect Street
Jacksonville, Florida

Re: DMEA-3099, Idm-# 609 (mica)
Dickens Mine, Oconee County, Ga.

Dear Mr. Thomas:

We are advised by our Washington office that a time extension amendment to permit continuation of work at the Dickens Mine will be approved, if you will resume operations as soon as possible and carry out the rest of the work under Stage I diligently and efficiently. Upon completion of Stage I (sinking the shaft to a total depth of 50 feet), approval to go ahead with Stage II will be given if conditions at that time warrant it. Please note that exhibit "A" to the contract states that Stage II (level work) "shall be undertaken only after Stage I has been completed and with the prior written approval of the Executive Officer."

We agree with you that this job is worth continuing, and we would certainly prefer to continue it until the deposit has been adequately tested rather than to have to terminate it now as a defaulted contract.

Please let me know immediately how soon you will resume work, so that we may have the necessary amendment prepared. Also, will you please return to me, unsigned, the papers which were sent to Mr. Mundy on July 26, and also on March 25, 1954.

Very truly yours,

Robert A. Laurence, Executive Officer
DMEA Field Team, Region VII

RAL/xm
cc:
Beck
O'Neill
Files
Opr. Com. -2

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 1030 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

August 20, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, DMEA - Region VII

Subject: Docket No. DMEA-3099, Idm-E 609 (mica) Dickens Mine, Oconee County, Georgia

The attached letter was received in this office August 19, from Carl Frank Thomas, one of the partners in the subject contract. Apparently even though Mr. Homer C. Mundy, the other partner, does not want to continue on the contract he is willing to sign a time amendment so that Mr. Thomas can complete the work outlined.

On July 26, 1954 this office sent Mr. Mundy the original and five copies of a rescission of the contract which had been signed by the Government and which required his signature. These were sent by registered mail with return receipt requested. The receipt was received, showing that Mrs. Mundy accepted the envelope for Mr. Mundy. Todate these papers have not been received in this office and it is not expected that Mr. Mundy will sign them.

We have also been advised by Mrs. Cora A. Piper, our Regional Finance Officer, that she has had instruction from Mr. Jay L. Chambers, Chief Contract Administration and Audit Division, dated July 22, 1954, that the contract has been rescinded and the instructions are marked "complete cancellation." This obligates her to refund the total amount encumbered for the contract. Thus throwing her books $729.00 in the red. As the rescission papers were not signed by the Operator, it is our feeling that the contract is still in effect.

In as much as Mr. Thomas who is a partner to the contract is willing to go ahead with the work, we feel that if possible, an amendment to the contract allowing 18 months for completion, should be prepared, as completion of the work is in the Government's interest.

W. A. Beck

Wm. A. Beck, for V. J. Lynch
U. S. Bureau of Mines

Robert A. Laurence

Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION VII

M.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

REFERENCE SLIP

DATE 9/10/54

REFERRED TO:

1. ~~Operating Committee~~
2. Administrator
3. Mails & Files
4.

FOR:

..... Action	..... Recommendation
..... Approval	..... Record of .....
..... Comment	..... Referring to .....
..... Conference	..... Reply for signature of .....
..... Consideration	..... Rewriting
..... Filing	~~X Signature~~
..... Instructions	..... Suggestions
..... Investigation	..... Your information
X ..... Initials	
X ..... Mailing	
..... Previous correspondence	

RECEIVED
SEP 15 1954
GENERAL COUNSEL
DEFENSE MINERALS ADMINISTRATION

REMARKS:

Check (X) before the items needing attention.

L. G. Houk
Initials of sender.

GPO 16—63815-1

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C. 600

Mr. Robert A. Laurence
Executive Officer, DMEA
Field Team, Region VII
Room 13, Post Office Bldg.
Knoxville 2, Tennessee

Subject: Docket No. DMEA-3099 - Mica
Homer C. Mundy and
Carl Frank Thomas
Dickens Mine
Oconee County, Georgia
Contract No. Idm-E609

Dear Mr. Laurence:

Reference is made to your memorandum of September 3, 1954, concerning a new time extension amendment to the subject contract if the Operator resumes operations as soon as possible.

The time extension amendment should provide a definite date for starting the work. If the work is not resumed on or before the date set in the amendment, then the contract shall be considered automatically terminated.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee

Approved:

A. N. Hedges
Member, Bureau of Mines

Thor H. Kiilsgaard
Member, Geological Survey

Docket Copy
Surname:
Anderson
Houk
Selfridge

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C. 600

Mr. Robert A. Laurence
Executive Officer, DMEA
Field Team, Region VII
Room 13, Post Office Bldg.
Knoxville 2, Tennessee

Subject: Docket No. DMEA-3099 - Mica
Homer C. Mundy and
Carl Frank Thomas
Dickens Mine
Oconee County, Georgia
Contract No. Idm-B609

Dear Mr. Laurence:

Reference is made to your memorandum of September 3, 1954, concerning a new time extension amendment to the subject contract if the Operator resumes operations as soon as possible.

The time extension amendment should provide a definite date for starting the work. If the work is not resumed on or before the date set in the amendment, then the contract shall be considered automatically terminated.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (GHB)

Approved:

J. H. Hedges (GHB)
Member, Bureau of Mines

Thor H. Kiilsgaard (GHB)
Member, Geological Survey

WCAnderson:gad 9/10/54
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Dietrich, 3061
Mr. Kiilsgaard, 5227
Mr. Houk

September 3, 1954

Memorandum

To: Docket

From: George C. Selfridge
Assistant to the Administrator

Subject: Docket No. MEA-3099 (Mica)
Homer C. Mundy and Carl Frank Thomas
Dickens Mine
Oconee County, Georgia
Contract No. Ida-E609

Mr. Laurence called today to inquire if it would not be all right to write the subject operators proposing that they start the completion of Stage 1 within 30 days, in lieu of their completing Stage 1 by September 24, 1954, as proposed in Washington's letter of August 31.

Mr. Laurence explained that the two men were working in Florida and that they would probably need to give at least two weeks notice before leaving their work, which would not allow them sufficient time to complete the exploration work.

Mr. Laurence also mentioned the fact that he had received a letter informing him that the entire amount of the contract funds had been cancelled at the time a rescission of the contract was mailed to the Regional Office, July 22, 1954. He explained that the Finance Officer had paid out some $900.00 for which now no committed fund existed. The writer informed Mr. Laurence that he would look into the matter and call him back.

In the absence of Mr. Houk the matter was discussed with Mr. Johnson and Mr. Adams. Apparently, the entire contract sum had been automatically cancelled at the time of mailing the rescission, without notice being made that the rescission was not the type ordinarily used, but that it contained a clause stating that the operator would repay that money received as the Government's contribution in the work done up to that time. Regardless of what future action will be taken with relationship to the contract, that amount of money will have to be recommitted to cover the Finance Officer's disbursement.

The writer called Mr. Laurence and told him that Washington had no objection to allowing the operator to start work within not more than 30 days, provided the work would then be pursued dilligently. He also cautioned Mr. Laurence that he should not inadvertently commit DMEA to Stage 2 by proposing that the operators would have up to 30 days to start the completion of Stage 1. Mr. Laurence stated that it would be made clear that Stage 2 would be undertaken only if warranted by Stage 1. The writer also informed Mr. Laurence that the contract could be reinstated and the money recommitted to cover the additional expense should the operator continue the work.

George C. Selfridge

GCS/bih

cc to: Docket
Admr. Reading File
Mr. Houk
Mr. Selfridge

September 3, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region VII

Subject: DMEA-3099, Tom-E 009 (mica) Homer C. Mundy and Carl Frank Thomas
Dickens Mine, Oconee County, Georgia

Reference is made to your letter of August 31, and my telephone call to Mr. Selfridge today. As agreed with Mr. Selfridge, I have advised Mr. Thomas (copy of letter attached) that we will prepare a new time extension amendment if he resumes operations as soon as possible. We believe Mr. Thomas is sincere in his desire to complete the contract, and although there is a clear case of default if we want to press it, we think it is far more to the Government's advantage to continue the work until the deposit has been adequately explored. Mr. Mundy, who is the senior partner, as well as Mr. Thomas' father-in-law, plans to remain in Florida, and Mr. Thomas will be in charge of the work. We think this will result in more efficient operation, as well as better relations with the Operator.

If this peace offering fails and the Operators do not show good faith in prosecuting the work, we will then recommend termination with demand for repayment.

Robert A. Lawrence

RAL/ak
cc:
Beck
O'Neill
Files
Opr. Com. -2

September 3, 1954

Mr. C. F. Thomas
1939 Prospect Street
Jacksonville, Florida

Re: DMA-3099, Idm-A 609 (mics)
Dickens Mine, Oconee County, Ga.

Dear Mr. Thomas:

We are advised by our Washington office that a time extension amendment to permit continuation of work at the Dickens Mine will be approved, if you will resume operations as soon as possible and carry out the rest of the work under Stage I diligently and efficiently. Upon completion of Stage I (sinking the shaft to a total depth of 50 feet), approval to go ahead with Stage II will be given if conditions at that time warrant it. Please note that exhibit "J" to the contract states that Stage II (level work) "shall be undertaken only after Stage I has been completed and with the prior written approval of the Executive Officer."

We agree with you that this job is worth continuing, and we would certainly prefer to continue it until the deposit has been adequately tested rather than to have to terminate it now as a defaulted contract.

Please let me know immediately how soon you will resume work, so that we may have the necessary amendment prepared. Also, will you please return to me, unsigned, the papers which were sent to Mr. Mundy on July 26, and also on March 25, 1954.

Very truly yours,

Robert A. Laurence, Executive Officer
DMA Field Team, Region VII

RAL/zm
cc:
Beck
O'Neill
Files
Spr. Com. -2

Docket Copy
Surname:
Houk
Selfridge
Johnson
Kiilsgaard

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C. 600

AUG 31 1954

Mr. Robert A. Laurence
Executive Officer, DMEA
Field Team, Region VII
Room 13, Post Office Bldg.
Knoxville 2, Tennessee

Subject: Docket No. DMEA-3099 - Mica
Homer C. Mundy and Carl Frank Thomas
Dickens Mine
Oconee County, Georgia
Contract No. Idm-E609

Dear Mr. Laurence:

Reference is made to your memorandum of August 20, 1954, recommending an amendment to the contract to allow 18 months to complete the work.

This contract, executed September 24, 1953, was to be completed in six months or by March 24, 1954. A time extension amendment was sent in March but was not executed by the Operators nor was it returned. Since the Contractors failed to execute and return the time extension amendment, the contract has been breached and we are inclined to terminate the work under the contract as indicated by the offer of the rescission. However, if the Operators will complete Stage I by September 24, 1954, we will consider a time extension amendment to complete Stage II.

The Operators have completed 18 feet of shaft since October 5, 1953, and have been paid $729.00 according to the November MF-104. A February 5, 1954, Interim Report indicates four feet additional advance. Your letter of December 14, 1953, states that the work was not being performed in an efficient and workmanlike manner, and your memorandum of June 29, 1954, states that the Operators have clearly abandoned the project and termination for non-conformance is definitely in order and constitutes adequate grounds for demanding repayment.

In those cases when the extension amendment was not executed and returned to your office after a thirty-day period, the Operators should have been notified that unless work was resumed by a certain date steps would be taken to rescind the contract. The Operators should be asked to return the rescission agreement if they do not intend to execute it.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (2/B)

Approved:

J. H. Hedges
Member, Bureau of Mines (2/B)

Thor H. Kiilsgaard
Member, Geological Survey (2/B)

LGHouk:gad 8/30/54
Copy to: Admr. R. File
Docket
Operating Committee

Mr. Houk Mr. Kiilsgaard Mr. Dietrich, 3061

R.C.G.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.
ROOM POST OFFICE BLDG.
KNOXVILLE 2, TENN.
August 20, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Field Team, DMEA - Region VII

Subject: Docket No. DMEA-3099, Idm-E 609 (mica) Dickens Mine, Oconee County, Georgia

The attached letter was received in this office August 19, from Carl Frank Thomas, one of the partners in the subject contract. Apparently even though Mr. Homer C. Mundy, the other partner, does not want to continue on the contract he is willing to sign a time amendment so that Mr. Thomas can complete the work outlined.

On July 26, 1954 this office sent Mr. Mundy the original and five copies of a rescission of the contract which had been signed by the Government and which required his signature. These were sent by registered mail with return receipt requested. The receipt was received, showing that Mrs. Mundy accepted the envelope for Mr. Mundy. Todate these papers have not been received in this office and it is not expected that Mr. Mundy will sign them.

We have also been advised by Mrs. Cora A. Piper, our Regional Finance Officer, that she has had instruction from Mr. Jay L. Chambers, Chief Contract Administration and Audit Division, dated July 22, 1954, that the contract has been rescinded and the instructions are marked "complete cancellation." This obligates her to refund the total amount encumbered for the contract. Thus throwing her books $729.00 in the red. As the rescission papers were not signed by the Operator, it is our feeling that the contract is still in effect.

In as much as Mr. Thomas who is a partner to the contract is willing to go ahead with the work, we feel that if possible, an amendment to the contract allowing 18 months for completion, should be prepared, as completion of the work is in the Government's interest.

Wm. A. Beck, for V. J. Lynch
U. S. Bureau of Mines

Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION VII

WAB/am

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 8, POST OFFICE BLDG.
WASHINGTON 25, D. C.
KNOXVILLE 2, TENN.

August 19, 1954

Mr. C. F. Thomas
1939 Prospect St.
Jacksonville, Florida

Re: DMEA-3099(mica) Idm-E 609
Dickens Mine, Oconee County, Ga.

Dear Mr. Thomas:

Your letter of August 16 was received in this office today. It is being sent to our Washington Office for their decision as to what can be done about amending the contract. As soon as we hear from them we will advise you.

Very truly yours,

Wm. A. Beck, Acting Executive Officer
DMEA Field Team, Region VII

WAB/sm

cc:
Beck
O'Neill
Opr. Com.
Files

August 19, 1954

Mr. C. F. Thomas
1939 Prospect St.
Jacksonville, Florida

Re: DMEA-3099(mica) Idm-E 609
Dickens Mine, Oconee County, Ga.

Dear Mr. Thomas:

Your letter of August 16 was received in this office today. It is being sent to our Washington Office for their decision as to what can be done about amending the contract. As soon as we hear from them we will advise you.

Very truly yours,

Wm. A. Beck, Acting Executive Officer
DMEA Field Team, Region VII

WAB/zm

cc:
Beck
O'Neill
Opr. Com.
Files

8/16/54
Jacksonville, Fla.

U. S. Dept. of Interior
Room 1, Post Office Bldg.
Knoxville 2, Tenn.

Attn. Mr. Beck
Ref. IDMEA-3099.
IDM-E 609-MICA
DICKENS MINE, OCONEE CO.

Dear Mr. Beck -

I have just returned from trip to Mica mine on G. L. Thomas' Place Operated by Mr. Mundy & myself.

Owing to circumstances beyond our control, We have been forced to curtail operations for last several months. I have just talked to Mr. Mundy and he said you wanted operations on Govt. financed contract finished, or we would be expected to pay back money paid. I think and have thought all along that we should finish job, for I have confidence in operations and feel our obligation to all concerned. I understand Mr. Mundy's position. He will be 65 in Feb of 55 and by working this year he will double his

social ~~security~~ retirement payments. Also he didnt like interference from so many sources. And I can say certain individuals came there not fit to advise any job let alone a Govt. financed mining job.

Enough for that now. just mentioned in passing.

As part of circumstances prior to discontinuance of operation. As you may know we have shaft down about 4 ft. that we never turned in. Of course this project cost us more than appears on surface. And I would like to renew contract to me. I have talked to Mr. Mundy and he says he cant work at it now. but he would sign and I could do this work to satisfaction which I would like to do. And assure you I will make changes as recommended Such as cribbing in upper shaft. Bulkhead at traneberse tunnel - New cable on hoist properaly clamped.

We were already using Water on drill and hard hats and masks.

I am personally sorry things have turned out as they have. but I have been a victim of circumstances

But am now able to go ahead, hoping you can see the circumstances existing here, and that we may work it out with honorable agreement and compliance.

Thanking you for past kindness

I remain

C. F. Thomas
1939 Prospect St.
Jacksonville Fla,
Ph. 6-4765

RECEIVED
AUG 19 1954
U. S. BUREAU OF MINES
DEF. MIN. ADM.
Knoxville, Tennessee

FILE COPY

Anderson
Houk
Chamberlin
Selfridge
Johnson

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C. 600

JUL 22 1954

Mr. Robert A. Laurence
Executive Officer, DMEA
Field Team, Region VII
Room 13, Post Office Bldg.
Knoxville 2, Tennessee

Subject: Docket No. DMEA-3099 - Mica
Homer C. Mundy and Carl Frank Thomas
Dickens Mine
Oconee County, Georgia
Contract No. Idm-3609

Dear Mr. Laurence:

Please find herewith the original and five copies of a rescission of subject exploration project contract which have been signed by the Government.

If the terms and conditions of this rescission are satisfactory to you and the Operator all six copies should be signed and the usual distribution made.

If the rescission does not have either your approval or that of the Operator, the original and all copies of the rescission are to be returned to this office, together with other proposals for consideration.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (JHB)

Approved:

J. H. Hedges (JHB)
Member, Bureau of Mines

T. P. Thayer (JHB)
Member, Geological Survey

Enclosures 6

WCAnderson:ag 7/16/54
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3061
Mr. Larrabee, 5216
Mr. Houk

R.C.S.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D.C.
ROOM 13, POST OFFICE BLDG.
KNOXVILLE 2, TENN.

June 29, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region VII

Subject: DMEA-3099, Idm-E 609, Dickens Mine. Oconee County, Georgia (mica)

Enclosed are 4 copies of an interim report on the subject exploration contract. Mr. Beck located Homer Mundy in Florida, but he did not visit the mine as no work has been done since December 1953.

As the Operator has clearly abandoned the project, we think a termination for non-conformance is definitely in order. As he plans to keep his lease and continue on his own eventually, the Government's right to its percentage royalty should be preserved. Please prepare and send us the appropriate termination forms, and we will forward them to the Operator by registered mail. To avoid the appearance that the Field Team is persecuting these Operators, we suggest that the forms be signed in Washington.

Pseudo?

On re-reading Mr. Laurence's letter of December 14, 1953, we see nothing in it to justify the Operator's immediate abandonment. He simply did not intend to follow Mr. O'Neill's recommendations for safe operation, and used that as an excuse to abandon the job in favor of more lucrative work in Florida. This, in our opinion, constitutes adequate grounds for demanding repayment, though we do not see how the Government can consistently do so after terminating DMEA-2646 (Robert Baker) and other similar cases, without repayment. Insistence upon repayment in the early cases might have prevented some of the later abandonments.

Robert A. Laurence
Robert A. Laurence
EXECUTIVE OFFICER
DMEA REGION VII

Wm. A. Beck
Wm. A. Beck, for V. J. Lynch
U. S. Bureau of Mines

INTERIM REPORT
On
DMEA-3099, Idm-E 609 (mica) DICKENS MINE

Operators: Homer C. Mundy and Carl Frank Thomas, RFD #3, Gainsville, Ga.

Location: In Oconee County, Georgia, 18 miles southwest of Monroe, Ga.

The writer contacted Homer C. Mundy at Jacksonville Beach, Florida and asked him when he planned to resume work on the subject contract. He stated that he did not intend to complete the contract as there were too many Government people telling him what to do. He stated that when he got Mr. Laurence's letter of December 15, 1953, telling him that if he did not comply with Article 3 of the contract and provide adequate safety measures that payment on his next voucher would be suspended until conditions had been corrected, that he decided to quit the job then and there. He did not like Mr. O'Neill, the Bureau of Mines Engineer following the projects in Georgia and Alabama, because he was too exacting, but he did like Mr. Teague of the Survey.

When asked if he was prepared to repay the money the Government had already put into the project he stated that he would pay it back if he were made to.

Mr. Mundy stated that his lease expires in 1957 and that he intended to keep it active by going up there every 90 days and working a few days. He stated that they have nearly enough mica to make a sale, which is 45 pounds.

He stated that Mr. G. L. Thomas, the property owner wrote him a man by the name of Smith who worked for the Government in Athens, Georgia wanted to mine on the property. Mundy stated that it would be all right with him.

Mr. Mundy is now employed as a master mechanic for B. B. McCormick & Sons, a contracting firm, in Jacksonville Beach, Florida. His home address is Apartment 2-B-1, 200 2nd Avenue, South, Jacksonville Beach, Florida.

June 24, 1954.

Wm. A. Beck

Wm. A. Beck, Mining Engineer
U. S. Bureau of Mines, Region VII

DOCKET FILE
Surname: Hook

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C. 600

Mr. Robert A. Laurence
Executive Officer, DMEA
Field Team, Region VII
Room 13, Post Office Bldg.
Knoxville 2, Tennessee

Re: Docket No. DMEA-2784 - Mica
H. J. Triggs, et al.
Sam Huskins Mine
Yancey County, North Carolina
Contract No. Idm-2519

Docket No. DMEA-2870 - Mica
Blue Ridge Mica Company, Inc.
Grant Laws Mine
Yancey County, North Carolina
Contract No. Idm-2534

Docket No. DMEA-3099 - Mica
Homer C. Mundy and
Carl Frank Thomas
Dickens Mine
Oconee County, Georgia
Contract No. Idm-2609

Dear Mr. Laurence:

Reference is made to subject projects which have been informally recessed during the winter months. Apparently the Operators have become discouraged and, therefore, lost interest in these projects, although we note that for two of the contracts termination periods have been extended.

In all of these cases it seems that the Operator may be in default of the contract and has failed to cooperate with the Field Team. We feel, therefore, that you should write to these Operators calling attention wherein they are in default of the terms of the contract and have failed to cooperate with the Field Team. Advise them that unless the default is cured within 30-days from the date of the letter that the Government will terminate its obligations under the contract and take whatever steps are necessary to recover its contribution to the cost of the project. If the Operators fail to satisfactorily respond to these letters you should refer the matter to this office, making your recommendations in each case based upon your determination as to whether or not you believe it is in the best interest of the Government to complete the contract work or to terminate the contract.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee

Approved:

J. H. Hedges
Member, Bureau of Mines

D. M. Larrabee
Member, Geological Survey

Reviewed by
DMEA OPERATING COMMITTEE
6-25-54
(date)

LGHook:gad/rewritten FEJohnson:gad 6/24/54

Copy to: Admr. R. File
Docket (3)
Operating Committee
Mr. Hook (3)
Mr. Dietrich, 3061
Mr. Larrabee, C-232 GSA Bldg.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 13, POST OFFICE BLDG.
KNOXVILLE 2, TENN.
WASHINGTON 25, D.C.

June 23, 1954

Memorandum

To: Operating Committee, DMEA - Washington

From: Executive Officer, DMEA - Region VII

Subject: DMEA-3099, Idm-E 609 (mica) Homer C. Mundy and Carl Frank Thomas
Dickens Mine, Oconee County, Georgia

Reference is made to your letter of June 18.

We prefer to wait awhile before terminating this contract. Mr. Beck is going to attempt to contact Mr. Mundy this week and urge him to resume the job. Termination for non-conformance, without demanding repayment, would not be to the advantage of the Government. The prospect has possibilities and we would like to see the work completed as proposed.

If we are unable to contact either of the partners and get them back to work, we may then request termination, but we feel strongly that repayment should be a condition of such termination.

Robert A. Laurence

Robert A. Laurence

DOCKET FILE COPY
Surname:
Houk
Selfridge
Hedges
Guild

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

600

JUN 18 1954

Mr. Robert A. Laurence
Executive Officer, DMEA
Field Team, Region VII
Room 13, Post Office Bldg.
Knoxville 2, Tennessee

Subject: Docket No. DMEA-3099 - Mica
Homer C. Mundy and Carl Frank Thomas
Dickens Mine
Oconee County, Georgia
Contract No. Idm-E609

Dear Mr. Laurence:

The subject contract executed September 24, 1953, for deepening the existing shaft 30 feet and drifting 50 feet was to be completed in six months.

The last voucher we received was for November, 1953. Since the Operators have failed to reply to your registered letter of May 13, 1954, and have been placed on notice by your letter of December 14, 1953, that the work is not being performed in an efficient and workmanlike manner, we wish to inquire if we should not terminate this contract for non-conformance. Your views in this matter would be appreciated.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (JHB)

Approved:

J. H. Hedges

Member, Bureau of Mines (JHB)

Philip W. Guild

Member, Geological Survey (JHB)

LGHouk:gad 6/16/54
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3061
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

R.G.G.

FILE COPY
Surname:
Anderson
Houk

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D.C. 600

Mr. Robert A. Laurence
Executive Officer, DMEA
Field Team, Region VII
Room 13, Post Office Bldg.
Knoxville 2, Tennessee

Dear Mr. Laurence:

We wish to call your attention to the following dockets, the completion dates of which may require extension by amendment:

Docket	Contract	Completion date
DMEA-2277	Idm-E412	May 1, 1954
DMEA-2784	Idm-E519	February 14, 1954
DMEA-3099	Idm-E609	March 24, 1954
DMEA-3132	Idm-E618	May 2, 1954

In those cases where this will be necessary and you approve, will you please furnish us copies of such amendments.

Sincerely yours,

5-24

George C. Selfridge
Chairman, Operating Committee (2/6)

Approved:

J. H. Hedges
Member, Bureau of Mines (2/6)

Philip W. Guild
Member, Geological Survey (2/6)

WCAnderson:gad 5/20/54
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3061
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

File Copy
Surname:
Houk
Selfridge
Thomas
Mundy

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C. 600

MAR 2 5 1954

Mr. Robert A. Laurence
Executive Officer, DMEA
Field Team, Region VII
Room 13, Post Office Bldg.
Knoxville 2, Tennessee

Re: Docket No. DMEA-3099 - Mica
Homer C. Mundy and Carl Frank Thomas
Dickens Mine
Oconee County, Georgia
Contract No. Idm-E609

Dear Mr. Laurence:

Reference is made to the subject contract the completion date of which is March 24, 1954.

In Interim Report, dated February 5, 1954, the field team recommended to Mr. C. F. Thomas that the Knoxville office be informed when work is resumed. Will you please prepare and execute an amendment allowing a sufficient length of time to complete the work outlined under the contract, if warranted and you approve?

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (2KB)

Approved:

J. H. Hedges (2KB)
Member, Bureau of Mines

Philip W. Guild (2KB)
Member, Geological Survey

LGHouk:gad 3/23/54
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3061
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

R.G.B. 3-25-54

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 13, POST OFFICE BLDG.
WASHINGTON 25, D. C.
KNOXVILLE 2, TENN.

INTERIM REPORT
On
DMEA-3099, Idm-E 609 (mica)

DICKENS MINE

Operator: Homer C. Mundy and Carl Frank Thomas, R#3, Gainsville, Ga.

Location: In Oconee County, Georgia, 18 miles southwest of Monroe, Ga.

The shaft was flooded during the last visit and no measurement of the depth of the shaft chould be made. The Operator informed the examiners that the present depth was 43 feet. Measurement made January 13, 1954 was 39 feet. The pegmatite strikes N. 80° E and dips 65° NW. It is flattening with depth. No commercial mica is present. Most of the recommendations made to the operator, and noted in the interim report dated November 20, 1953 have not been accomplished. Minor work has been done in the old works at the operator's expense. It was recommended to one of the operators (C. F. Thomas) that the Knoxville office be informed when work is resumed.

Feb. 5, 1954.

30

K. H. Teague D. H. Amos
K. H. Teague and D. H. Amos, Geologists
U. S. Geological Survey

and

Wm. A. Beck
Wm. A. Beck, Mining Engineer
U. S. Bureau of Mines

zm

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

BOX L
UNIVERSITY, ALABAMA
REGION VII, SOUTHEASTERN

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 27 1953

November 20, 1953

Interim Report

DMEA No. 3099 - Mica
Homer-Thomas
Oconee County, Georgia
Contract No. Idm-E-609

Subject property was visited on November 17-18, 1953 and about one hour was spent on the site.

The shaft was advanced 13 feet and is now 33 feet deep.

The work is not being done in a minerlike manner so much that I cannot recall one procedure that would meet the requirements of safe or minerlike practices. Progress is slow because of inadequate hoisting facilities and also lack of drilling knowledge.

The following unsafe features were observed at the project: The hoisting arrangement consists of pipe on a swivel, mounted on the body of a truck. A hand winch (low speed) is mounted on the pipe. The cable (badly frayed) is threaded through a small pulley at the end of the pipe which is knotted over the bail of bucket. The bucket is a converted oil drum and the bail is made from pieces of reinforcing steel that are welded together. The cab of the hoist truck is used for a store house; rope oil, small tools, drill steel, powder, and caps are all piled in the cab. The shaft timbering is not describable but can be summarized by one word "it stinks". All drilling is dry and relievers or cut holes are not used, or known.

The bottom of the shaft is in foot wall schist. The dike is held in sight along one wall. It's thickness or character is not being explored.

It was recommended and agreed to with the operators that: (1) No one was to remain in the shaft while anything was being hoisted or lowered into the shaft. (2) That a dust muzzle be worn during drilling operations. (3) That the powder be stored in a pit

under lock about 300 feet from the shaft. (4) That the caps be stored about 200 feet from the shaft and in an opposite direction from the powder. (5) That the vein be exposed from the point of beginning and be followed down with the shaft in conformity with the contract agreement.

J. F. O'Neill, Mining Engineer
Mining Development Branch
Mining Division, Region VII

Ben Gildersleve,
United States Geological Survey

JFO'Neill:wjk

Copy to:
Regional Director, Region VII
R. A. Laurence, orig. & 5
V. J. Lynch
A. A. McKinney
Ben Gildersleve
J. F. O'Neill
day file
File

FILE COPY
SURNAME:

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
WASHINGTON 25, D. C.

600

Anderson
Houk
Chapman
Selfridge
Johnson

SEP 24 1953

Mr. Robert A. Laurence
Executive Officer, DMEA
Field Team, Region VII
Room 13, Post Office Bldg.
Knoxville 2, Tennessee

Subject: Docket No. DMEA-3099 - Mica
Homer C. Mundy and Carl Frank Thomas
Lots Nos. 6 & 7 (Dickens Mine)
Oconee County, Georgia

Dear Mr. Laurence:

Please find herewith the original and five copies of a contract covering the subject exploration project which have been signed by the Government with register number and effective date as shown.

If the contract meets with your approval present it to the Operators for approval and signature. Please explain to the Operators that the contract, when executed, is a firm commitment under the terms of which they are obligated to complete the work outlined at the agreed unit cost. If any part of this contract does not have either your approval or that of the Operators and cannot be amended within your delegated authority, then the original and all copies of the contract are to be returned to this office, together with the proposed changes for consideration.

ce 9-24

After execution of the contract, the copies are to be distributed in the usual manner.

Copies of memoranda from the Bureau of Mines and the Geological Survey are enclosed.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (GCS)

Approved:

J. H. Hedges (GCS)
Member, Bureau of Mines

A. R. Kinkel, Jr. (GCS)
Member, Geological Survey

Enclosures 10

WCAnderson:gad 9/21/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg
Mr. Houk

R.C.B. 9-24-53

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
SEP 15 1953
DMEA-3099

GEORGIA, Oconee County.

For value received the within Mining Lease made by G. L. Thomas, Lessor, to Homer Mundy, Lessee, dated April 21, 1952, and recorded in Deed Book BB, pages 549-550, Oconee County Records, is extended to the 21st. day of April, 1957.

IN WITNESS WHEREOF we, the undersigned Lessor and Lessee, have hereunto set our hands and seals, this the 10th. day of September, 1953.

Signed, sealed and delivered
in the presence of -

Bessie H. O'Dillon — G. L. Thomas (SEAL)

R. M. Nicholson (N. P. SEAL) — Homer Mundy (SEAL)
Notary Public
Oconee County, Ga.

- -

STATE OF GEORGIA
COUNTY OF OCONEE

The above typewritten matter is a true and correct copy of a Mining Lease Extension from G. L. Thomas, Lessor to Homer Mundy, Lessee, as the same appears of record in this office. Recorded in Deed Book DD, page 177.

WITNESS my hand and official seal of said court this 10th. day of September, 1953.

Bessie H. O'Dillon
Clerk Superior Court
Oconee County, Georgia.

FILE COPY
SURNAME:

Anderson
Lawrence G. Houk

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C. 600

SEP 3 1953

Mr. Homer C. Mundy
R.F.D. 3, Box 15
Gainsville, Georgia

Re: Docket No. DMEA-3099 - Mica
Lots Nos. 6 & 7 (Dickens Mine)
Oconee County, Georgia

Dear Mr. Mundy:

Reference is made to your application for exploration assistance on the subject property.

We note that the mining lease you have on the property expires in seven months, on or before April 21, 1954. Before we consider a contract which would require the work to be completed in six months, we are requesting that you get at least a three year extension to present lease.

Processing of your application will be resumed upon receipt of a copy of the proposed extension to lease.

Sincerely yours,

SIGNED

Lawrence G. Houk, Chief
Nonmetallic Minerals Division

WCAnderson:gad 9/3/53

Copy to: Admr. R. File
Docket File
Field Team, Region VII
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

R.C.G. 9-3-53

FILE COPY
SURNAME:

140

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

N.S. in R.R.

September 2, 1953

Memorandum

To: The Administrator
Through: L. G. Houk

From: Chief Counsel

Subject: Homer C. Mundy and Carl Frank Thomas,
Docket No. DMEA-3099(Mica)

There is attached in satisfactory legal form for execution a contract covering the above-described project, subject to the following:

In this case an Owner's Consent to Lien is attached to the contract but the Operator's lease expires in seven months, on or before April 21, 1954. The contract requires the work to be completed in six months, some time in March 1954. It is suggested that the Operator endeavor to have his lease extended at least a few additional months.

/S/ AEKane
for J. L. Hofflund
Chief Counsel

Attachments 7

AEKane/emd

Copy to: Docket
J.L.Hofflund
A.E.Kane
chron.

mdt

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
WASHINGTON 25, D. C.

August 26, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Acting Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3099, Mica, Dickens Mine, H. C. Mundy and C. F. Thomas, Oconee County, Georgia

I concur in the field team's recommendation for an exploration program in the amount of $3,100.

Donald R. Irving

Donald R. Irving

IN REPLY REFER TO:
G-MD-CNM

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON 25, D. C.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
AUG 13 1953

August 11, 1953

Memorandum

REVIEW OF FIELD TEAM REPORT ON APPLICATION DMEA-3099 (mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant: Homer C. Mundy, Carl Frank Thomas, c/o H. C. Mundy, R.F.D. 3, Box 15, Gainesville, Georgia.
Name of property: Dickens Mine.
Location of property: 18 miles SW. of Monroe, Oconee Co., Georgia.
Date of field team report: August 4, 1953.
Authorship of field team report: K. H. Teague and J. F. O'Neill.
Field team's recommendation:

Stage 1 - Deepen shaft A to 50 feet on incline.		
	30 feet incline at $45/ft.	$1,350.00
Stage 2 - 50 foot drift at $35.00/ft.		1,750.00
	Total	$3,100.00
	Time required, 4 months	

Comments: The attitude of the pegmatites in the vicinity of shaft A is very vague and the Field Team report does not state specifically which way the incline in shaft A is to go. Both the Field Team and the published report indicate that the mine may have some potential production.

ACTION SUGGESTED:
Follow field team's recommendation.

D M Larrabee
D. M. Larrabee

JB

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

DMEA-3099, DICKENS MINE (Mica)

Oconee County, Georgia

By

Kefton H. Teague, Geologist
U. S. Geological Survey

James F. O'Neill, Mining Engineer
U. S. Bureau of Mines

August 4, 1953

Reviewed by
DMEA OPERATING COMMITTEE
8-14-53
(date)

Field Examination Report
on
DMEA-3099, DICKENS MINE (Mica)

Applicants: Homer C. Mundy and Carl Frank Thomas,
c/o Homer C. Mundy, RFD No. 3, Box 15
Gainesville, Georgia

This is the Dickens Mine described on page 388, U.S.G.S. Professional Paper 248F. Numerous small pegmatites have been prospected on the property; however, only one has produced appreciable amounts of mica (shafts A, B, C, and D are located on it). The mica concentration worked by shafts B, C, and D is reported to have been completely removed. Some mica is exposed in the pegmatite in shaft A. The examiners recommend that shaft A be deepened as an incline to 50 feet, and if results up to that point are favorable, 50 feet of drifts should be driven from the incline on the pegmatite. No work is justified on any other of the numerous pegmatites.

Examination of the deposit was on July 23, 1953. Messrs. Homer C. Mundy and Carl Frank Thomas accompanied the examiners on the inspection, which required three hours.

The mine is adequately described in the above reference. Access is excellent at all times. All needed facilities are available on the property.

Since the mine description was prepared Mr. Mundy has mined the deposit by open cut, which extends from slightly east of shaft B to slightly west of shaft C and to a depth of 30 feet. No pegmatite is exposed in the bottom of the cut.

The examiners are of the opinion that the numerous small pegmatites in the area have been emplaced in parallel joints and probably have small lateral and vertical extent. However, the one principal mica concentration which has been removed produced approximately $36,000 worth of strategic mica, thus it appears to the examiners that it will be a worthwhile exploration to attempt to locate another mica concentration in the same pegmatite.

The applicants' idea of exploration is to employ a bulldozer for testing the numerous small showings of mica in the soil scattered over the leased area. There is no basis or justification for this sort of work.

The examiners recommend that shaft A be extended on an incline to 50 feet (30 feet of new incline) and if results justify, 50 feet of drifts should be driven from the incline. The project should be set up in two stages.

Estimated cost:

Stage 1

Deepen shaft A to 50 feet on incline-- 30 feet incline at $45/ft	$1350.00

Stage 2

50 feet drift at $35.00/ft	$1750.00
Total estimated cost Stages 1 & 2	$3100.00

Total time required, 4 months

August 4, 1953

Kefton H. Teague, Geologist
U. S. Geological Survey

James F. O'Neill, Mining Engineer
U. S. Bureau of Mines

ad/

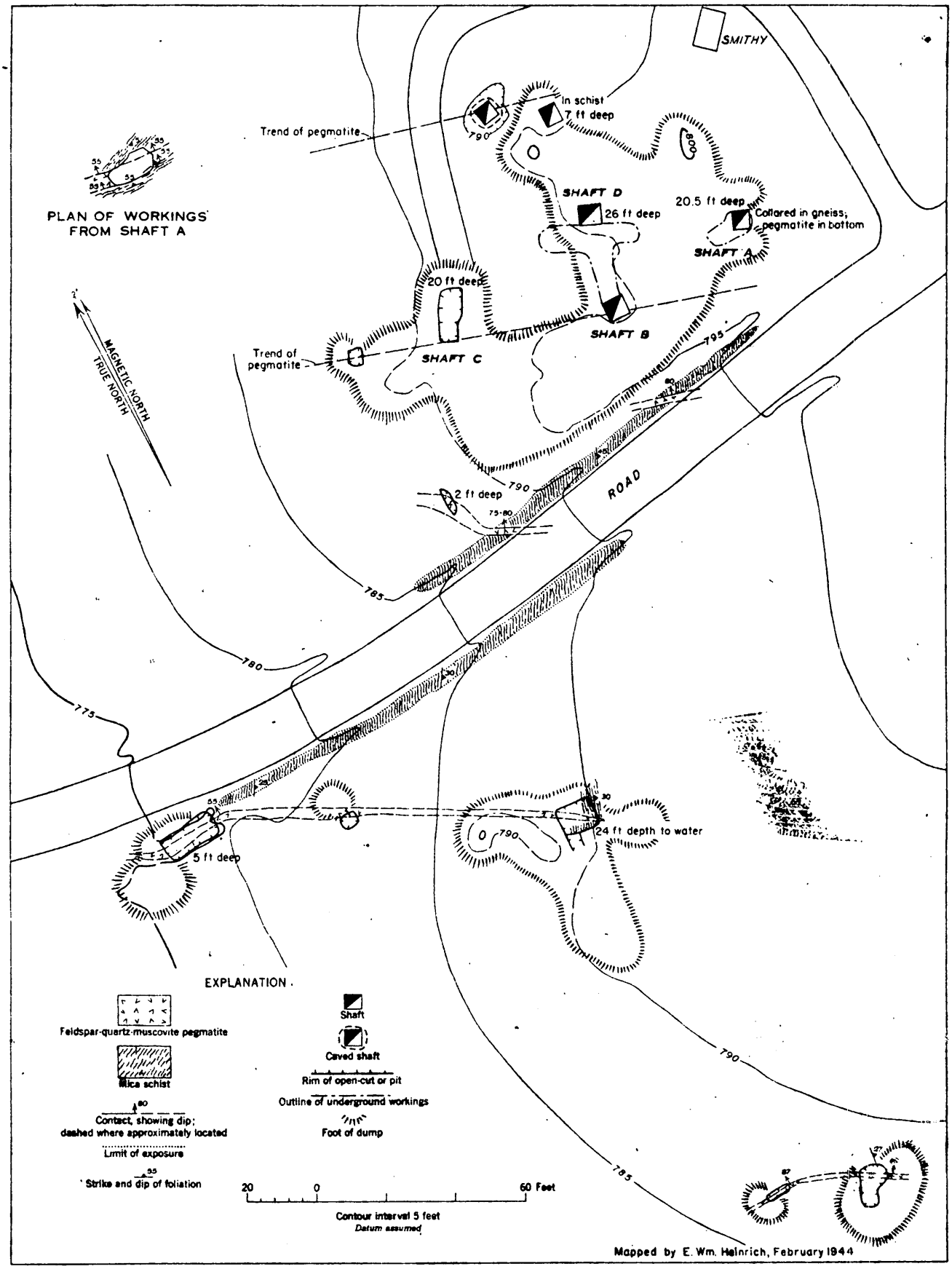


FIGURE 141.—Geologic map and plan of the Dickens mine, Oconee County, Ga.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D. C.~~
ROOM 15 POST OFFICE BLDG.
KNOXVILLE 2, TENN.

August 7, 1953

Memorandum

To: Operating Committee, DMEA, Washington, D. C.

From: Field Team, DMEA, Region VII

Subject: Field Examination Report, DMEA-3099 (Mica)
Dickens Mine, Georgia; Mundy and Thomas, applicants

Transmitted herewith are 4 copies of the subject report, and six extra copies of the map. This application was not referred to the field for examination, but was examined by Mr. O'Neill and Mr. Teague because they were in the vicinity on other work.

The Field Team agrees with the examiners' idea of concentrating work on the pegmatite in shaft "A", and supports their recommendation for exploration of that pegmatite.

Robert A. Laurence

Robert A. Laurence
Executive Officer
DMEA Field Team, Region VII

Wm A Beck

Wm. A. Beck, for V. J. Lynch
U. S. Bureau of Mines

Enclosures 10

Reviewed by
DMEA OPERATING COMMITTEE
8-14-53
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM, REGION VII

DMEA-3099, DICKENS MINE (Mica)

Oconee County, Georgia

By

Kefton H. Teague, Geologist
U. S. Geological Survey

James F. O'Neill, Mining Engineer
U. S. Bureau of Mines

August 4, 1953

Reviewed by
DMEA OPERATING COMMITTEE
8-14-53
(date)

Field Examination Report
on
DMEA-3099, DICKENS MINE (Mica)

Applicants: Homer C. Mundy and Carl Frank Thomas,
c/o Homer C. Mundy, RFD No. 3, Box 15
Gainesville, Georgia

This is the Dickens Mine described on page 388, U.S.G.S. Professional Paper 248F. Numerous small pegmatites have been prospected on the property; however, only one has produced appreciable amounts of mica (shafts A, B, C, and D are located on it). The mica concentration worked by shafts B, C, and D is reported to have been completely removed. Some mica is exposed in the pegmatite in shaft A. The examiners recommend that shaft A be deepened as an incline to 50 feet, and if results up to that point are favorable, 50 feet of drifts should be driven from the incline on the pegmatite. No work is justified on any other of the numerous pegmatites.

Examination of the deposit was on July 23, 1953. Messrs. Homer C. Mundy and Carl Frank Thomas accompanied the examiners on the inspection, which required three hours.

The mine is adequately described in the above reference. Access is excellent at all times. All needed facilities are available on the property.

Since the mine description was prepared Mr. Mundy has mined the deposit by open cut, which extends from slightly east of shaft B to slightly west of shaft C and to a depth of 30 feet. No pegmatite is exposed in the bottom of the cut.

The examiners are of the opinion that the numerous small pegmatites in the area have been emplaced in parallel joints and probably have small lateral and vertical extent. However, the one principal mica concentration which has been removed produced approximately $36,000 worth of strategic mica, thus it appears to the examiners that it will be a worthwhile exploration to attempt to locate another mica concentration in the same pegmatite.

The applicants' idea of exploration is to employ a bulldozer for testing the numerous small showings of mica in the soil scattered over the leased area. There is no basis or justification for this sort of work.

The examiners recommend that shaft A be extended on an incline to 50 feet (30 feet of new incline) and if results justify, 50 feet of drifts should be driven from the incline. The project should be set up in two stages.

Estimated cost:

Stage 1

Deepen shaft A to 50 feet on incline-- 30 feet incline at $45/ft	$1350.00

Stage 2

50 feet drift at $35.00/ft	$1750.00

Total estimated cost Stages 1 & 2	$3100.00

Total time required, 4 months

August 4, 1953

Kelton H. Teague, Geologist
U. S. Geological Survey

James F. O'Neill, Mining Engineer
U. S. Bureau of Mines

ad/

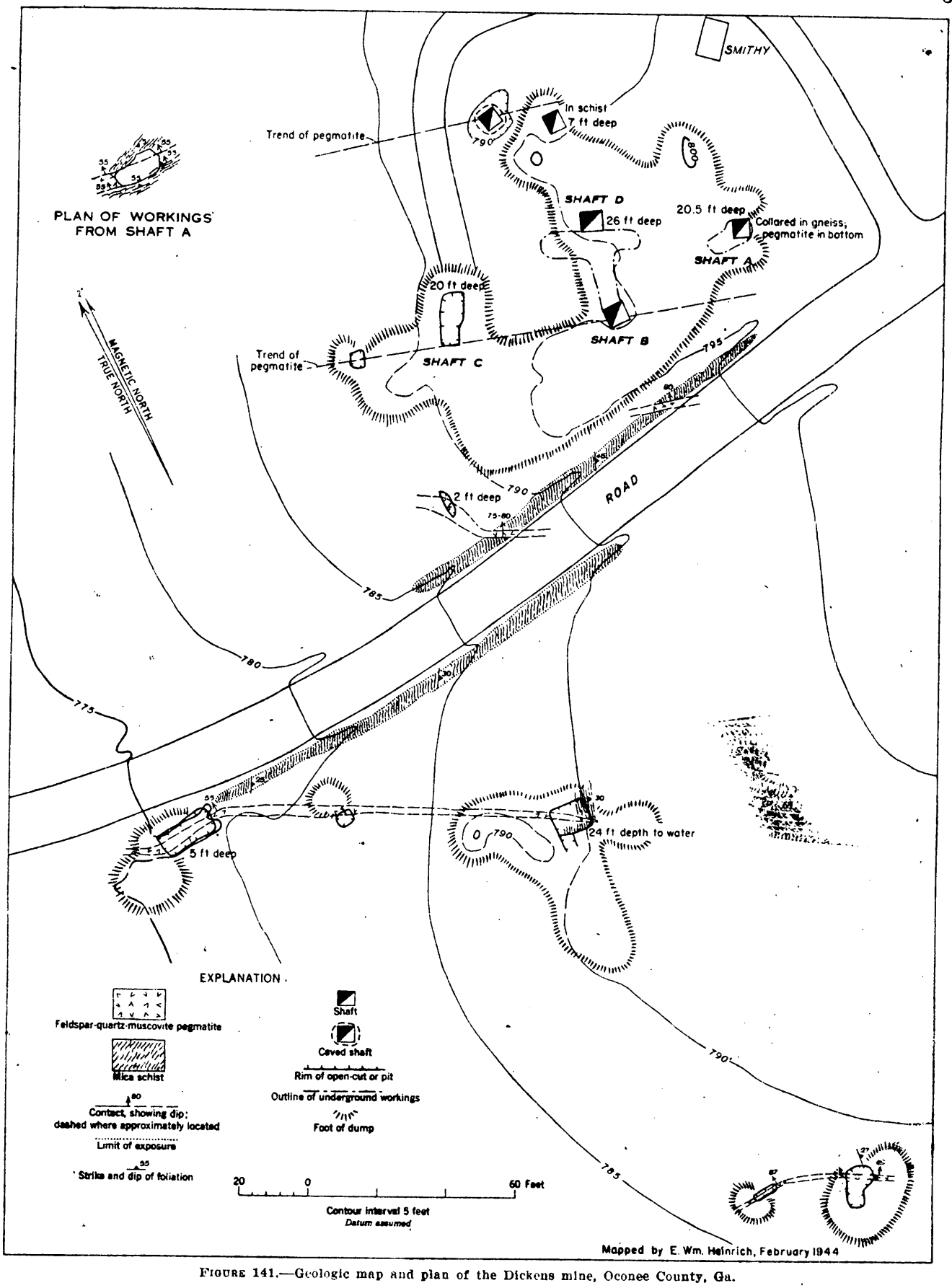


FIGURE 141.—Geologic map and plan of the Dickens mine, Oconee County, Ga.

FILE COPY
SURNAME:

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
WASHINGTON 25, D. C. 600

Hopkins
Hook
Dryden
Selfridge

JUL 2 0 1953

Mr. Homer C. Mundy
RFD 3, Box 15
Gainesville, Georgia

Re: Docket No. DMEA-3099 - Mina
Lots Nos. 6 & 7
Oconee County, Georgia

Dear Mr. Mundy:

Your application for assistance in exploring the subject property has been reviewed by the Nonmetallic Minerals Division of the Defense Minerals Exploration Administration and has been referred to Mr. Robert A. Laurence, Executive Officer, Room 13, Post Office Bldg., Knoxville 2, Tennessee, DMEA Field Team, Region VII, for further consideration and possibly a field examination.

The Regional Office will contact you at an early date, if an examination is to be made. Any assistance that you may give the members of the field team during the examination will be appreciated.

Sincerely yours,

FRANK E. JOHNSON
ACTING Administrator

B. J. H.
MDL
7-20-53

JHopkins:dee 7/15/53

Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk
Field Team, Region VII

FILE COPY
SURNAME:

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
WASHINGTON 25, D. C. 600

JUL 20 1953

Hopkins
Bailey
Selfridge
Hedges

Mr. Robert A. Laurence
Executive Officer, DMRA
Field Team, Region VII
Room 13, Post Office Bldg.
Knoxville 2, Tennessee

Subject: Docket No. DMMA-3099 - Mica
Homer C. Mundy
Lots Nos. 6 & 7
Oconee County, Georgia

Dear Mr. Laurence:

Please review the subject application and arrange for a field examination if you deem it advisable.

Copies of memoranda from the Geological Survey and the Bureau of Mines are enclosed for your information.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (JHB)

MDH 7-20-53

Approved:

J. H. Hedges (JHB)
Member, Bureau of Mines

A. R. Kinkel, Jr. (JHB)
Member, Geological Survey

Enclosures 4

JHopkins:dec 7/15/53
Copy to: Admr. R. File
Docket File
Operating Committee
Mr. Dietrich, 3526
Mr. Larrabee, G-232 GSA Bldg.
Mr. Houk

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
WASHINGTON 25, D. C.

July 9, 1953

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Ceramic and Fertilizer Materials Branch

Subject: DMEA-3099, Mica, Homer C. Mundy and Carl Frank Thomas Prospect, Gainesville, Georgia

No data are available in this office on subject property. It is suggested that the field team visit this property when a member of the field team is in that vicinity to ascertain if an exploration program is justified.

W. F. Dietrich

W. F. Dietrich

IN REPLY REFER TO:

G-MD-CNM

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON 25, D. C.

July 8, 1953

Memorandum

REVIEW OF APPLICATION DMEA-3099 (Mica)

To: L. G. Houk, Defense Minerals Exploration Administration
From: D. M. Larrabee, U. S. Geological Survey
Applicant's name and address: Homer C. Mundy, RFD 3, Box 15, Gainesville, Georgia; Carl Frank Thomas, RFD 3, Box 15, Gainesville, Georgia.
Name of property: Not given.
Location of property: Oconee County, Georgia.
Summary of applicant's proposal: Not stated.
Sources of information on applicant's property:
If this is the Dickens Mine, then information in U. S. Geol. Survey Prof. Paper 248-F, p. 388.
(1) Six pegmatites exposed, 1½ to 4 feet thick.
(2) Poorly zoned.
(3) "Source of moderate quantities of mica" .... "cinnamon brown, flat, free splitting, hard and in general of good quality."
(4) Books abundant but rarely exceed 6 inches in diameter.
Comments: None.
RECOMMENDATION: Refer to field team.

D. M. Larrabee

D. M. Larrabee

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

June 30, 1953

Memorandum

To: Executive Officer, DMEA Field Team, Region VII

From: Chief, Operation's Control and Statistics Division

Subject: Assignment of Docket Number

There is listed below the assigned docket number to an application recently received from Region VII.

DMEA - 3099 - Munday, Homer C. and Carl Frank Thomas

Robert E. Adams,
Chief, Operation's Control
and Statistics Division

38226

June 30, 1953

Mr. Homer C. Munday
RFD 3, Box 15
Gainesville,
Georgia

Subject: DMEA-3099
Re: Exploration Assistance

My dear Mr. Munday:

The receipt of your application dated June 16, 1953, for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-3099 and referred to the Nonmetallic Minerals Division.

Kindly refer to DMEA-3099 in any future correspondence relating to your application.

Sincerely yours,

Robert E. Adams,
Chief, Operation's Control
and Statistics Division

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
ROOM 13, POST OFFICE BLDG.
WASHINGTON 25, D. C.
KNOXVILLE 2, TENN.

June 26, 1953

Memorandum

To: Chairman, Operating Committee, DMEA- Washington

From: Executive Officer, DMEA - Region 7

Subject: Application. Homer C. Munday, Gainsville, Georgia (mica)

Transmitted herewith are three copies of the above subject application. One copy has been retained in this office.

Mr. Mundy has been requested to send a sample of this mica to the Mica Buying Depot in Spruce Pine to determine the quality.

Robert A. Laurence
Robert A. Laurence

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Form Approved.
Budget Bureau No. 42-R1035.2.

APPLICATION FOR AID IN AN EXPLORATION PROJECT, PURSUANT TO DMEA ORDER 1, UNDER THE DEFENSE PRODUCTION ACT OF 1950, AS AMENDED

Not to be filled in by applicant

Docket No. DMEA-3099
Metal or Mineral
Date Received 6/29/53
Estimated Cost
Participation (Government %)

INSTRUCTIONS

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address: Homer C. Mundy, RFD 3, Box 15, Gainesville, Ga
Carl Frank Thomas, RFD 3, Box 15, Gainesvillle, Ga.

(*b*) If other than an individual, add to your name above whether a corporation, partnership, etc., and the name of the State in which incorporated or otherwise organized.

(*c*) If a corporation, add to above statement, titles, names and addresses of officers.

(*d*) If a partnership, add to the above statement the names and addresses of all partners.

2. *General.*—Read DMEA Order 1, "Government Aid in Defense Exploration Projects," before completing this application. Submit this application and all accompanying papers in quadruplicate (four copies), with your name and address on each sheet of the application and on all accompanying papers. Where sufficient space is not provided on the form for all required information, state it on an accompanying paper, with a reference in each case to the instruction to which it refers by number. Comply with all applicable instructions; or, if not applicable, so state. File the application with Defense Minerals Exploration Administration, Department of the Interior, Washington 25, D. C., or with the nearest field executive officer thereof.

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract 124.21 Acres, Lots Nos. 6 & 7 survey made by R. E. Hardigree, Surveyor, recorded in Plat Book 1, page 48, office Clerk Superio r Court Oconee County, Ga.

(*b*) State any mine name by which the property is known.

(*c*) State your interest in the land, whether owner, lessee, purchaser under contract, or otherwise Lessee. (Copy of lease attached.)

(*d*) If you are not the owner, submit with this application a copy of the lease, contract, or other document under which you control the property. Copy of lease attached

(*e*) If you own the land, describe any liens or encumbrances on it

(*f*) If the land consists of unpatented claims, add to the description above, the book and page numbers for each recorded location notice.

4. *Physical description.*—(*a*) Describe in detail any mining or exploration operations which have been or now are being conducted upon the land, including existing mine workings and production facilities. State your interest, if any, in such operations. Also describe accessibility of mine workings for examination purposes.

(*b*) State past and current production, and ore reserves, if any, giving quantities and grades.

(*c*) Describe the geologic features of the property, including mineralization, type of deposit (vein, bedded, etc.), and your reasons for wishing to explore. Illustrate with maps or sketches. Send with your application (but not necessarily as a part of it) any geologic or engineering report, assay maps, or other technologic information you may have, indicating on each whether you require its return to you.

(*d*) State the facts with respect to the accessibility of the project: Access roads, distances to shipping, supply and residence points.

(*e*) State the availability of manpower, materials, supplies, equipment, water, and power.

5. *The exploration project.*—(*a*) State the mineral or minerals for which you wish to explore Ruby Mica

(*b*) Describe fully the proposed work, including a map or sketch of the property showing a plan (and cross sections if needed) of any present mine workings, and the location of the proposed exploration work as related to such features as contacts, veins, ore-bearing beds, etc. Already Started

(*c*) The work will start within 1 days and be completed within 60 months from the date of an exploration project contract.

(*d*) State the operating experience and background of the applicant with relation to the ability to carry out such exploration project, and also that of the person or persons who will supervise the operations.

6. *Estimate of costs.*—Furnish a detailed estimate of the costs of the proposed work (you will have to use a separate sheet), under the following headings. Add the totals under all headings to give the estimated total cost of the project:

(*a*) *Independent contracts.*—(Note.—If the applicant does not intend to let any of the work to contractors, write "none" after this item. To the extent that the work is to be contracted, do not repeat the cost of the contract-work in subsequent items.) State the cost of any proposed independent contracts for the performance of all or any part of the work, expressed in terms of units of work (such as per foot of drilling, per foot of drifting, per hour of bulldozer operations, per cubic yard of material moved, etc.).

(*b*) *Labor, supervision, consultants.*—Include an itemized schedule of numbers, classes and rates of wages, salaries or fees for necessary labor, supervision and engineering and geological consultants.

(*c*) *Operating materials and supplies.*—Furnish an itemized list, including items of equipment costing less than $50 each, and power, water and fuel.

(*d*) *Operating equipment.*—Furnish an itemized list of any operating equipment to be rented, purchased, or which is owned and will be furnished by the Operator, with the estimated rental, purchase price, or suggested use-allowance based on present value, as the case may be.

(*e*) *Rehabilitation and repairs.*—Furnish a detailed list showing the cost of any necessary initial rehabilitation or repairs of existing buildings, installations, fixtures, and movable operating equipment, now owned by the Operator and which will be devoted to the exploration project.

(*f*) *New buildings, improvements, installations.*—Furnish a detailed list showing the cost of any necessary buildings, fixed improvements, or installations to be purchased, installed or constructed for the benefit of the exploration project.

(*g*) *Miscellaneous.*—Furnish a detailed list showing the cost of repairs to and maintenance of operating equipment (not including initial rehabilitation or repairs of the Operator's equipment), analytical work, accounting, workmen's compensation and employers' liability insurance, and payroll taxes.

(*h*) *Contingencies.*—Give an estimate of any necessary allowances for contingencies not included in the costs stated above.

NOTE.—No items of general overhead, corporate management, interest, taxes (other than payroll and sales taxes), or any other indirect costs, or work performed or costs incurred before the date of the contract, should be included in the estimate of costs.

7. (*a*) Are you prepared to furnish your share of the cost of the proposed project in accordance with the regulations on Government participation (Sec. 7, DMEA No. 1)?

(*b*) How do you propose to furnish your share of the costs?

☐ Money ☒ Use of equipment owned by you ☐ Other

Explain in detail on acompanying paper.

CERTIFICATION

The undersigned, whether as an individual, corporate officer, partner, or otherwise, both in his own behalf and acting for the applicant, certifies that the information set forth in this form and accompanying papers is correct and complete, to the best of his knowledge and belief.

Dated June 16th, 1953

Homer C. Mundy Homer C. Mundy
(Applicant)

xx C. F. Thomas Carl F. Thomas

Title 18, U. S. Code (Crimes), Section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

U. S. GOVERNMENT PRINTING OFFICE 16—66551-1

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Form Approved.
Budget Bureau No. 42-R1035.2.

APPLICATION FOR AID IN AN EXPLORATION PROJECT, PURSUANT TO DMEA ORDER 1, UNDER THE DEFENSE PRODUCTION ACT OF 1950, AS AMENDED

Not to be filled in by applicant

Docket No. .....
Metal or Mineral .....
Date Received .....
Estimated Cost .....
Participation (Government %) .....

INSTRUCTIONS

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address: Homer C. Mundy
Rt 3 Box 15 Gainsville, Georgia
(*d*) Carl Frank Thomas Rt 3 Box 15 Gainsville, Ga

(*b*) If other than an individual, add to your name above whether a corporation, partnership, etc., and the name of the State in which incorporated or otherwise organized.

(*c*) If a corporation, add to above statement, titles, names and addresses of officers.

(*d*) If a partnership, add to the above statement the names and addresses of all partners.

2. *General.*—Read DMEA Order 1, "Government Aid in Defense Exploration Projects," before completing this application. Submit this application and all accompanying papers in quadruplicate (four copies), with your name and address on each sheet of the application and on all accompanying papers. Where sufficient space is not provided on the form for all required information, state it on an accompanying paper, with a reference in each case to the instruction to which it refers by number. Comply with all applicable instructions; or, if not applicable, so state. File the application with Defense Minerals Exploration Administration, Department of the Interior, Washington 25, D. C., or with the nearest field executive officer thereof.

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract
124 7/100 acres Lot #6 and #7
Survey made by R. E. Battegree Surveyor
Recorded in plat book #1 page 48 Oconee Co. Ga.

(*b*) State any mine name by which the property is known.

(*c*) State your interest in the land, whether owner, lessee, purchaser under contract, or otherwise
G. F. Thomas (Lessee)

(*d*) If you are not the owner, submit with this application a copy of the lease, contract, or other document under which you control the property. Copy Lease inclosed -

(*e*) If you own the land, describe any liens or encumbrances on it

(*f*) If the land consists of unpatented claims, add to the description above, the book and page numbers for each recorded location notice.

4. *Physical description.*—(*a*) Describe in detail any mining or exploration operations which have been or now are being conducted upon the land, including existing mine workings and production facilities. State your interest, if any, in such operations. Also describe accessibility of mine workings for examination purposes.

(*b*) State past and current production, and ore reserves, if any, giving quantities and grades.

(*c*) Describe the geologic features of the property, including mineralization, type of deposit (vein, bedded, etc.), and your reasons for wishing to explore. Illustrate with maps or sketches. Send with your application (but not necessarily as a part of it) any geologic or engineering report, assay maps, or other technologic information you may have, indicating on each whether you require its return to you.

(*d*) State the facts with respect to the accessibility of the project: Access roads, distances to shipping, supply and residence points.

(*e*) State the availability of manpower, materials, supplies, equipment, water, and power.

5. *The exploration project.*—(*a*) State the mineral or minerals for which you wish to explore (Ruby Mica)

(*b*) Describe fully the proposed work, including a map or sketch of the property showing a plan (and cross sections if needed) of any present mine workings, and the location of the proposed exploration work as related to such features as contacts, veins, ore-bearing beds, etc.

(*c*) The work will start within Exploration Started days and be completed within approx 6 mo. months from the date of an exploration project contract.

(*d*) State the operating experience and background of the applicant with relation to the ability to carry out such exploration project, and also that of the person or persons who will supervise the operations.

6. *Estimate of costs.*—Furnish a detailed estimate of the costs of the proposed work (you will have to use a separate sheet), under the following headings. Add the totals under all headings to give the estimated total cost of the project:

(*a*) *Independent contracts.*—(Note.—If the applicant does not intend to let any of the work to contractors, write "none" after this item. To the extent that the work is to be contracted, do not repeat the cost of the contract-work in subsequent items.) State the cost of any proposed independent contracts for the performance of all or any part of the work, expressed in terms of units of work (such as per foot of drilling, per foot of drifting, per hour of bulldozer operations, per cubic yard of material moved, etc.).

(*b*) *Labor, supervision, consultants.*—Include an itemized schedule of numbers, classes and rates of wages, salaries or fees for necessary labor, supervision and engineering and geological consultants.

(*c*) *Operating materials and supplies.*—Furnish an itemized list, including items of equipment costing less than $50 each, and power, water and fuel.

(*d*) *Operating equipment.*—Furnish an itemized list of any operating equipment to be rented, purchased, or which is owned and will be furnished by the Operator, with the estimated rental, purchase price, or suggested use-allowance based on present value, as the case may be.

(*e*) *Rehabilitation and repairs.*—Furnish a detailed list showing the cost of any necessary initial rehabilitation or repairs of existing buildings, installations, fixtures, and movable operating equipment, now owned by the Operator and which will be devoted to the exploration project.

(*f*) *New buildings, improvements, installations.*—Furnish a detailed list showing the cost of any necessary buildings, fixed improvements, or installations to be purchased, installed or constructed for the benefit of the exploration project.

(*g*) *Miscellaneous.*—Furnish a detailed list showing the cost of repairs to and maintenance of operating equipment (not including initial rehabilitation or repairs of the Operator's equipment), analytical work, accounting, workmen's compensation and employers' liability insurance, and payroll taxes.

(*h*) *Contingencies.*—Give an estimate of any necessary allowances for contingencies not included in the costs stated above.

NOTE.—No items of general overhead, corporate management, interest, taxes (other than payroll and sales taxes), or any other indirect costs, or work performed or costs incurred before the date of the contract, should be included in the estimate of costs.

7. (*a*) Are you prepared to furnish your share of the cost of the proposed project in accordance with the regulations on Government participation (Sec. 7, DMEA No. 1)?

(*b*) How do you propose to furnish your share of the costs?

☐ Money ☒ Use of equipment owned by you ☐ Other

Explain in detail on acompanying paper.

CERTIFICATION

The undersigned, whether as an individual, corporate officer, partner, or otherwise, both in his own behalf and acting for the applicant, certifies that the information set forth in this form and accompanying papers is correct and complete, to the best of his knowledge and belief.

Dated 6-16th, 1953

Homer C. Mundy
(Applicant)

By C. F. Thomas

Title 18, U. S. Code (Crimes), Section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

U. S. GOVERNMENT PRINTING OFFICE 16—66551-1

MF-203

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of Georgia, County of Oconee, described [redacted] 1/

In a lease dated April 21, 1952 and recorded in Book, B B Folio 549-50

the 18th day of July 1952 in the Clerk's Office Superior Court, Oconee County, Georgia

which is the subject of a proposed exploration project contract, hereinafter called the "contract", between the United States of America, hereinafter called the "Government", and

2/ Homer C. Mundy and Carl Frank Thomas

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said contract which are set forth on the reverse side hereof, the Government is entitled to a percentage royalty on production and to certain other rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

NOW THEREFORE, the undersigned, in consideration of said contract and as an inducement to the Government to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to dismantle, sever, take possession of, and remove and dispose of facilities, buildings, fixtures, equipment, or other items as provided in the contract, or any amendment thereof, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned, and the Government is authorized to enter upon the land for such purposes.

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ _____, or ten years have elapsed from the date of the contract.

3. The undersigned shall commit no act nor assert any claim that may contravene or conflict with the lien, claim, or rights of the Government under the provisions of said contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

Dated this [redacted] day of [redacted], 195[redacted].

_____ [Seal]

G. L. Thomas

_____ [Seal]

G. L. Thomas [Seal]

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated _____, and recorded in book _____ page _____ official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

2/ Insert the name of the Operator as it will appear in the exploration project contract.

3/ Mining or production from the land is not required, and in the absence of production there is no obligation to repay the Government.

4/ Insert the maximum amount of the Government's contribution.

RELEVANT CONTRACT PROVISIONS

Repayment by Operator. (a) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

(1) One and one-half (1½) per cent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(2) One and one-half (1½) per cent of any such net amounts, plus one-half (½) per cent such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) per cent of such net amounts.

(For instance: the percentage royalty on a net amount of five dollars ($5.00) per ton, would be one and one-half (1½) per cent; on a net amount of ten dollars ($10.00) per ton, three and one-half (3½) per cent.)

(b) As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

(c) To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(d) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.

MINING LEASE

(COPY)

This agreement made the 21st day of April 1952 between

G. L. Thomas, Party of the First Part, and

Homer Mundy, Party of the Second Part, witseseth,

WITNESSETH: That the said Party of the First Part, hereinafter called the LESSOR, for and in consideration of ----TEN----- DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on part of the Party of the Second Part, hereinafter called the LESSEE, to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto the said lessee, his heirs, executors, administrators, and assigns, the right of entering in and upon the lands hereinafter described for the purpose of searching for mineral and fossil substances and of conducting mining and quarrying operations, to any extent the LESSEE may deem advisable (but not to hold possession of any part of the said lands for any purpose whatsoever), all that certain tract of land situated in the County of Oconee, State of Georgia, described as follows, to-wit: All that tract or parcel of land containing 124.21 acres, more or less, situate, lying and being on the public road from High Shoals to the J. Tom Dickens old residence and the road from High Shoals to Snows Mill, in the 239th District G. M. Oconee county, Georgia, being designated and delineated on plat of certain lands of the estate of J. Tom Dickens as Lots Nos. 6 & 7 said plat made from a survey made by R. E. Hardigree, surveyor, dated November 1st & 15th 1944, and recorded in Plat Book 1, Page 48 Oconee county records

of Landlot _____ District _____ Section _____ and containing _____ acres, more or less, it being the purpose and intent of the LESSOR herein to lease all lands, however described, owned by the said LESSOR in the section or sections herein specified. In consideration of the premises the said LESSEE, his heirs, executors, administrators, or assigns, covenants and agrees:

IT IS AGREED: that this lease will remain in force for a term of Two years from this date, unless sooner terminated in some one of the ways hereinafter provided, upon the following terms and conditions to-wit:

1st. To pay and render unto the said LESSOR, his legal representatives, or assigns the royalties hereinafter set out, to-wit: 12½ per cent of mined mica on or before the 1st day of each month for all mica mined during the calendar month next previous thereto.

2nd. To keep correct accounts and to render to the LESSOR _____ statements, accompanied by vouchers, showing the amount of all ore taken from the premises and the yield thereof, and the cost of hauling and milling the same.

3rd. To enter upon said property and mine and work the above described minerals for a period of not less than ninety days, but not necessarily ninety successive, of each calenar year from this date, or if no minerals are mined from said property for said ninety days in each calendar year, to pay to the LESSOR the sum of _____ DOLLARS as rental at the end of each calendar year from this date. It is expressly provided, however, that the LESSOR shall receive this sum only in the event that the royalty payments described in the first covenant do not equal it. It is further provided that the LESSEE shall have the right to deduct any and all payments of rayalties under the first covenant from this sum to, and including the total amount of said sum.

This lease shall cease and terminate upon the happenings of the following events, to-wit:

Upon the failure of the LESSEE, his heirs, executors, administrators, or assigns to pay the rentals herein stipulated in accordance with the terms of this agreement.

Lessee, shall pay all damages to growing crops.
Lessee s sale of this lease shall make him liable to lessor for one-eighth (1/8) of amount received for the lease from assignees.

If said LESSOR owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the said LESSOR only in proportion which LESSOR'S interest bears to the whole and undivided fee.

The payments herein referred to may be in currency, draft or check, at the option of the LESSEE, and the depositing of such currency, draft or check in any post office, with sufficient postage and properly addressed to the LESSOR, or to the _____ bank at _____ or its successors, which shall continue as the depository regardless of changes of ownership of said land, within the specified time limits in this agreement shall be deemed payment as herein provided.

LESSEE shall have the right at any time to remove all machinery and fixtures placed on said premises.

1st. LESSEE shall have the right to cut, use and/or remove any timber and use such amounts of water which LESSEE may deem necessary for the successful operation of the mine or quarry situated on the above described land.

2nd. It is further agreed that the LESSEE shall have the right and option to purchase the above described property at any time before the _____ day of _____, 19__, upon the payment to the LESSOR or assigns on or before said date the sum of _____ DOLLARS. The failure of the LESSEE to exercise said right and option to purchase said property in no way, however, may affect the other terms and conditions of this agreement.

If the estate of either party hereto is assigned -- and the privilege of assigning in whole or part is allowed -- the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties, shall be binding on the LESSEE until after the LESSEE has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed that in the event of this lease shall be assigned as to a part or as parts of the above described lands and the assigns or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands upon which the said LESSEE or any assignee thereof shall make due payment of said rental. If the leased premises are now are shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease, and all royalties accruing thereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage.

LESSOR hereby warrants and agrees to defend the title to the said lands herein described, and agrees that the LESSEE shall have the right at any time to redeem for LESSOR, by payment, any mortgages, taxes, or other liens on the above described lands, in the event of default of payment by LESSOR, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, in so far as said right of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF WE SIGN, This the 21 dya of April 1952

D. G. Thomas	G. L. Thomas	(SEAL)
L. M. Nicholson	Homer Mundy	(SEAL)
Notary Public, Oconee County, Ga/		(SEAL)
		(SEAL)

GEORGIA, OCONEE COUNTY.
CLERK' OFFICE SUPERIOR COURT.
Filed for record at 10.00 O'clock
A. M., this 18th day of July 1952
and recorded in Book BB, foilo 549-50
this 18th day of July 1952.
Bessie H. O. Wilson,
Clerk S.C.C.O. Ga.

5-B. There are seven(7) veins of mica on this leasehold. (See sketch). Three have, in time, been partially worked as shown by "old Shafts". Two vertical shafts have been sunk on or near ends of veins #1 and #4 to a depth of, #1 20 ft, #4, 12ft. On veins #2 and 5 there are one shaft on each approximately 21 and30 ft deep. On #3 there is open cut and old shaft where Ruby mica was mined in 1943-44. A short drift on #1, running South, has been dug for about 30 ft. from shaft. Vein #1 is now being worked and #4 prospected with very favorable showing.

(D). Several years experience mining mica.
Mined in 1943-44 for government program.
For other mining experience refer to Capt., Peyton, State Geologist. State Capitol, Atlanta, Ga.

6-A Bulldozing approximately 24 hours ----------$200.00 200.

(B) Supervision and labor per week, 40 hours------ 200.00 x 24 4800.

(C) Gas & Oil per week ---------- 25.00 x 24 = 600
Dynamite & Electrodes per week ---------- 10.00 x 24 = 240.
Electric current per week ---------- 1.00 x 24 = 24.

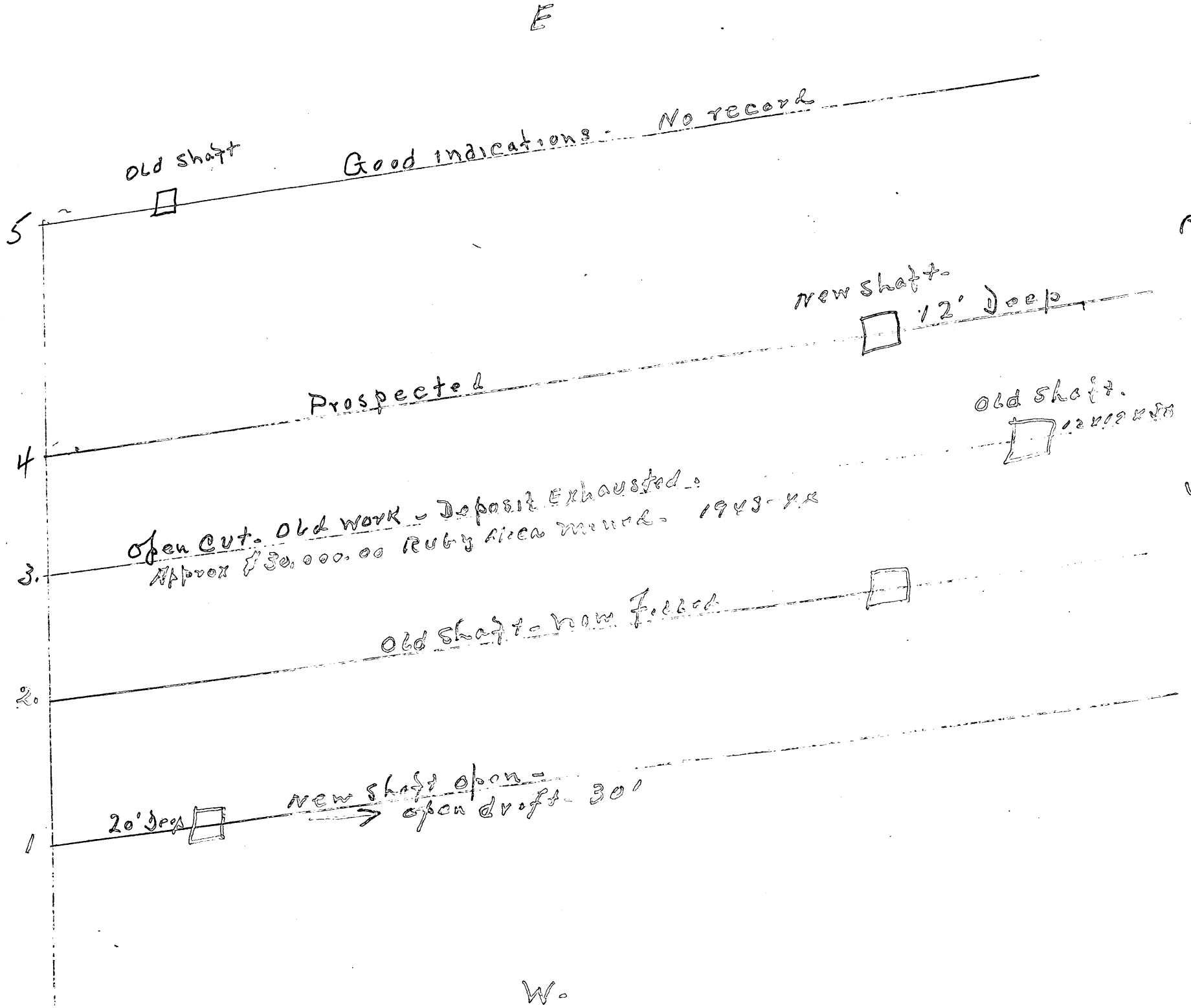
(D) Owned-120 cubic ft air compressor ----------
Jack Hammer
Steel Forge
Steel
Water pump
Hoist on 1942 International Truck, electric hoist, approximate ---------- "2000.00

(E) Repair to existing building ---------- 100.00 100.

(F) None

Est. $5964.

7-B. See D.



Sketch of Veins of Prospected Property on

DMEA-3099

OFFICIAL BUSINESS

SPOKANE, WASH.
JE 16 10 PM
1953

Chairman, Operating Committee
Defense Minerals Exploration Administration
Department of the Interior
Washington 25, D. C.